

**WINDHAM RADIOLOGY ASSOCIATES, PC/  
WRA REALTY, LLC**

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**TELECOMMUNICATIONS COVER PAGE**

**Please Deliver the Following Page(s) to:**

**NAME:** Karen Roberts, Compliance Officer  
Tillman Foster, Associate Health Care Analyst  
OHCA

**FAX #:** (860) 418-7053

**FROM:** Hadeer Shaikhly, MD

**DATE:** 12/28/05

**PHONE:** (860) 456-6785

**FAX #:** (860) 456-6006

**MESSAGE:** Response to OHCA inquiry.

**TOTAL PAGES (INCLUDING COVER PAGE): 32**

**CONFIDENTIALITY NOTICE**

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RECEIVED  
2005 DEC 29 AM 8:09  
OHCA OFFICE OF  
HEALTH CARE ACCESS

# WINDHAM RADIOLOGY ASSOCIATES, PC/ WRA REALTY, LLC

## TELECOMMUNICATIONS COVER PAGE

Please Deliver the Following Page(s) to:

**NAME:** Karen Roberts, Compliance Officer  
Tillman Foster, Associate Health Care Analyst  
OHCA

**FAX #:** (860) 418-7053

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(Part 2 of 2)

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**Windham Radiology Associates, PC/WRA Realty, LLC**

112 Mansfield Avenue  
Willimantic, CT 06226  
(860) 456-6784

Krishnan Gopal, MD  
Robert B. Daly, MD

Gregory T. Turner, MD  
Hadeer Shaikhly, MD

December 27, 2005

Ms. Karen Roberts, Compliance Officer  
Mr. Tillman Foster, Associate Health Care Analyst  
Office of Health Care Access  
410 Capitol Avenue, MS#13HCA  
P.O. Box 340308  
Hartford, CT 06134-0308

RECEIVED  
2005 DEC 29 AM 8:09  
OFFICE OF  
HEALTH CARE ACCESS

Re: Request for additional information; Report Number: 05-30484-DTR

**SENT BY MAIL AND TELEFACSIMILE**

Dear Ms. Roberts and Mr. Foster:

On behalf of Windham Radiology Associates, PC, (WRA, PC) and WRA Realty, LLC (WRA, LLC), I am responding to the request for additional information that you had originally sent to my partner, Dr. Gregory Turner. As you know, WRA, PC had submitted a CON Determination Form 2020 to the Office of Health Care Access for a determination that no CON was required for the acquisition of a used CT scanner and a used MRI unit purchased prior to June 30, 2005. Below you will find the additional information about which you inquired.

**1) Provide a full description of WRA Realty, LLC.** WRA, LLC is a limited liability company founded in August, 2004 by radiologists who also practice in WRAPC. WRAPC is a hospital-based radiology group who has practiced for many years at Windham Community Memorial Hospital in Willimantic, CT.

**1a) Why is it listed as a buyer of the equipment rather than WRA, PC?** While WRA, PC advanced the start-up funds for WRA, LLC, including funds for drafting the organization documents and initial operation, WRA, LLC has secured the financing for all of the equipment and the build-out of the Mansfield Diagnostic Center (MDC).

**1b) Why is it listed as a coapplicant to the determination request?** As mentioned above, WRA, LLC is the business entity tied to WRA, PC and will provide operational management of the free-standing out-patient imaging center, MDC.

**1c) Description of the interrelationship between these two entities.** WRA, PC provides the professional reading services, will do all of the billing for services provided and will remit all

payments to WRA, LLC. WRA, LLC owns the imaging equipment and employs the technologists. WRA, LLC leases both of these services back to WRA, PC for use at the MDC. WRA, LLC also pays all operating expenses, including occupancy and supply costs for the MDC.

**1d) Is WRA, PC going to sublease the unit from WRA Realty, LLC? Yes, see above.**

**2) Is the Mansfield Office site constructed?** WRA, LLC purchased land to build an imaging center at Ledgebrook Drive, Mansfield in January, 2005. After nearly a year of planning, the architect and the developer could not bring the building project in under the approved budget and the partners in WRA, LLC felt they needed to find a lower cost option for establishing the out-patient imaging center. In October, 2005, WRA, LLC signed a long-term lease to establish the MDC at 95 Storrs Road, Willimantic, CT. Construction on the space will begin in early, 2006.

**3) Provide the date(s) that the CT Scanner/MRI scanner was delivered and installed.** Due to the inability of the architect and developer to meet the target budget, the equipment is still being stored until the MDC renovations are completed in 2006.

**4) Provide evidence of the signed loan document that indicates which legal entity took out the loan WRA, PC or WRA Realty, LLC. See Attachment A attached.**

**5) Provide the executed sales and installation proposal. See Attachment B (1-3) attached for MRI unit, CT scanner and x-ray machine.**

**6) Provide copies of any cancelled checks related to the purchase. See Attachment C attached.**

**7) Provide any and all invoices related to the purchase of the CT/MRI scanners. See Attachment C for equipment invoices and Attachment D for CT and MRI buildout costs.**

**8) Does the Mansfield Diagnostic Center (formerly called Mansfield Imaging) exist as a legal entity? No, the Mansfield Diagnostic Center is a d.b.a. of WRA, LLC.**

**8a) Describe the ownership or planned ownership of this entity. WRA, LLC will be the owner of the Mansfield Diagnostic Center.**

**8b) Will this entity have a provider number and bill for any services? No, all professional services and billing will be done through WRA, PC's provider number.**

Please contact me at 860-456-6785 or via my beeper at 860-744-1962 if you have any questions regarding the attached.

Sincerely,

*Robert Shalchly, MD*  
*[Signature]*

501221-12/28/05

**Imaging Equipment Submission Requirement Completion Form**  
**Pursuant to Section 14-025 as amended by Public Act 03-03**

**APPLICANT**

Wilmar Medical Associates, P/LWA Realty, LLC

**Project Title:** Manfield Diagnostic Center

Hester Shooklin  
(Name)

Managing Director  
(Position - CEO or CFO)

Wilmar Realty, LLC hereby certifies, declares and swears that the

information provided in this LWA Submission Form is true and accurate to the best of  
my knowledge, and that Manfield Diagnostic Center is the applicant  
(Project Name)

and understands and agrees to act in the Sections 14-020, 14-021, 14-022, 14-023,

14-024 and/or 14-025 of the Tennessee General Statutes.

[Signature]  
Signature

12/28/05  
Date

Subscribed and sworn to before me on December 28, 2005

[Signature]  
Notary Public/Commissioner or Superior Court

My commission expires: 12/31/05

Attachment K

February 23, 2005

Dr. Gregory T. Turner  
WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

Dear Dr. Turner:

Thank you for selecting Fleet for your current financing needs. We are pleased to inform you that we have approved a Fleet Business Line of Credit with a Term Loan Conversion Feature in the amount of Eight Hundred Thousand Dollars (\$800,000). Your signature at the bottom of this letter and initials on each page of Schedule A indicating your acceptance of this financing commitment is the next step in putting those funds to work.

We've attached an overview of the key terms and conditions of your new Fleet Business Line of Credit with a Term Loan Conversion Feature on the attached Schedule A. It summarizes elements in the documents you will execute at closing. Please read it carefully, and don't hesitate to ask us about any term that is unclear.

Please return the signed copy of this letter and initialed page(s) of Schedule A to us by this commitment's expiration date of March 9, 2005.

Please call me at 860-523-6123 if you have any questions or would like to discuss your banking needs further. Thank you for banking with Fleet.

Sincerely,

Jeffrey D. Roman  
Senior Vice President

WRA Realty, LLC  
February 23, 2005

By signing and dating below and initialing each page of Schedule A the Borrower accepts and agrees to the terms and conditions of this loan commitment.

Borrower:

WRA Realty, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory T. Turner, Member

Guarantors:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert B. Daly, Individually

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hadeer H. Shaikhly, Individually

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory T. Turner, Individually

Windham Radiology Associates

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory T. Turner

WRA Realty, LLC  
February 23, 2005

### SCHEDULE A

**This commitment letter supersedes all prior commitment letters for this credit facility. The terms and conditions of your new Fleet Line of Credit with a Term Loan conversion feature are as follows:**

**Borrower:** WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

**Guarantors:** Robert B. Daly, Hadeer H. Shaikhly, Gregory T. Turner and Windham Radiology Associates, P.C.

**Credit Amount:** \$800,000

**Credit Facility:** Line of Credit with a Term Loan conversion feature

**Term:** Eight (8) Years

**Use of Proceeds:** Purchase of a rebuilt Open MRI (magnetic resonance imaging) unit and a CT (computed tomography) unit. To be advanced at 100% of net invoice.

**Interest Rate:** Until the conversion date, Fleet Bank's floating Prime Rate plus 1.00% percentage points. After the conversion date, 200 basis points above Fleet Bank's 7 year Equal Payment Business Loan rate of interest.

**Conversion Date:** 12 months from the date of closing the Loan shall convert to a Term Loan and the Borrower will amortize the current outstanding balance of the Loan in accordance with the repayment schedule outlined below.

**Annual Fee:** None

**Commitment Fee:** \$2,000

**Payment Schedule:** Until the Conversion Date, interest is payable monthly and principal is due and payable on demand. After the Conversion Date, 84 substantially equal monthly payments of principal and interest combined, based on a seven year amortization schedule.

**Compensating Balances:** None

**Collateral:** First security interest in all business assets and purchase money security interest in the equipment being financed.

**Loan Documents:** All loan documents will be satisfactory to Fleet Bank and its legal counsel.

**Prepayment:** Right to prepay without penalty.

**Other Conditions**

WRA Realty, LLC  
February 23, 2005  
and Covenants:

1. Credit approval is contingent upon fulfillment of the terms and conditions of this commitment for financing, and conformity and compliance with existing laws, any necessary government approvals, and with Fleet's standard credit policies.
2. Borrower and guarantors will provide Fleet with annual financial statements.
3. Borrower's primary operating checking account is to be maintained at Fleet Bank.
4. All direct expenses paid to third parties and related to the closing of this loan transaction are the responsibility of the Borrower.
5. Borrower will maintain adequate hazard insurance.
6. Subject to a 5% late fee on payments. The default interest rate is 4% over the contract rate.
7. This commitment is not assignable.
8. There has been no material adverse change in financial or market conditions that affects the Borrower's financial position.
9. This commitment expires March 9, 2005.
10. This loan must close within 30 days from the date of this commitment.
11. Subject to satisfactory review of the following prior to closing:
  - a. UCC Search
12. Conditions at Closing:
  - a. Funds to be disbursed at 100% of net invoice.
13. Key Covenants: The following loan covenant will be required and tested annually:
  - a. Debt Service Coverage Ratio of 1.20:1 tested annually.

WRA Realty will maintain at all times throughout the term of this Agreement a ratio of Net Operating Income (less dividends and distributions) of the Borrower to the sum of (i) interest expense on all obligations of the Borrower and (ii) all regularly scheduled principal reductions under the Note and under other indebtedness of the Borrower of not less than 1.20:1. Net Operating Income is defined as net income (loss) after taxes, plus depreciation expense, plus amortization of goodwill and other intangible assets, plus interest expense accrued on all interest bearing obligations.

Attachment BCD

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***INVOICE****Invoice Number:** 14065-1 WR**Date:** June 15, 2005**Buyer:**WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226**Seller:**Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

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<b><u>QUANTITY</u></b>	<b><u>EQUIPMENT</u></b>	<b><u>PRICE/COST</u></b>
One	1998 Picker Polaris 1.0T MRI System (Installed) & Accessories	\$ 250,000.00
	Payment (Non-refundable) Received/Paid 6/15/05	( 17,500.00)
Balance Due		<u>\$ 232,500.00</u>

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**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract  
between Asset Management Associates, LLC (AMA) and Windham  
Radiology Associates Realty, LLC, dated 6/14/05

**Payment Schedule:**

- 1<sup>st</sup> Payment (\$17,500.00) – Received 6/15/05
- 2<sup>nd</sup> Payment (\$113,750.00) – Due July 30, 2005 or upon Equipment Release
- 3<sup>rd</sup> Payment (\$43,750.00) Due 12/15/05 or on Site Readiness For Equipment
- 4<sup>th</sup> Payment – (\$75,000.00) Due 01/31/06 or on Completion of Installation

***"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"***

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com

**BILL OF SALE****1998 Picker Polaris 1.0T MRI System**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of Seventeen Thousand Five Hundred Dollars Ten Thousand Dollars (\$17,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) Picker Polaris 1.0T MRI System (The "Equipment") listed on the Equipment Sale and Installation Contract (dated June 14, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 15, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By:  6/15/05

Richard C. Lane, President

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***EQUIPMENT SALE & INSTALLATION CONTRACT**

June 14, 2005

Asset Management Associates, LLC ("Seller" or "AMA") of Avon, CT hereby proposes to sell, dismantle, transport and re-install the Equipment detailed below to Windham Radiology Associates Realty, LLC ("Buyer" or "WRA Realty") of Windham, CT per the following terms and conditions:

**PROJECT:** Sale & Installation of Philips Picker Polaris 1.0T MRI System

**EQUIPMENT:****1998 Picker Polaris 1.0T Short Bore MRI System**

including:

- 1.0T Short Bore Magnet
- Single Cryogen System
- Software Level VIA 2.0
- 20 mTm gradients, 40 Slew Rate
- DICOM Print, Store & Work List capabilities
- FSE, Turbo, MRA, Phased Array, 3-D, Diffusion, Neuro Packages
- All other standard accessories and manuals
- CD Write capabilities are to be added/included with the MRI in this sale

**SALES PRICE:** Two Hundred Fifty Thousand Dollars (\$250,000.00) plus any and all applicable federal, state or local taxes. Buyer bears sole responsibility for determination and payment of taxes to proper taxing authorities.

**PAYMENT TERMS:**

The following schedule outlines payment terms for the acquisition of the Equipment and installation of the MRI system:

- \$ 17,500.00 - non-refundable deposit due with an executed copy of this Contract.
- \$113,750.00 - due July 30, 2005 prior to removal of equipment from its current site
- \$ 43,750.00 - due prior to shipping to Buyer's site or no later than December 15, 2005
- \$ 75,000.00 - due on completion of the installation, or no later than January 31, 2006.

**EQUIPMENT ACCEPTANCE:**

Buyer has been given the right to inspect the Equipment in its current location and discuss its condition and operating history with the current clinical users of the Equipment. Seller has provided Buyer with pictures of, and case studies (images) from, the Equipment. Buyer hereby acknowledges their acceptance of the Equipment for purchase.

**SELLER'S RESPONSIBILITY:**

Seller shall be solely responsible for providing the following services and products:

- Site Planning Guide for the new site.
- Equipment as described above.
- Service History and Service Logs to be made available to Buyer
- Dismantling, rigging and removal of Equipment from its current location
- Storage of Equipment, including cryogen refills through December 15, 2005
- Transport of the Equipment from storage to the buyer's site.
- Rigging and mechanical Installation of the equipment at the new user site.
- All work to be performed with manufacturer trained qualified service engineers.
- Start-up and Calibration of the system at the new user site.
- On-site training for new user's MRI technicians

Page 1 of 3

195 West Main Street - P.O. Box 980 - Avon, CT 06001

Phone: (860) 674-0755 - Facsimile: (860) 674-0784

E-mail: DickLane@AMAasset.com

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**BUYER'S RESPONSIBILITY:**

Buyer shall be solely responsible for providing the following services and products:  
--All construction and site prep work at the Buyer's location including, but not limited to, room layout, RF and Magnetic shielding, plumbing, HVAC and electrical power.  
--MRI Room shall be made "equipment ready" no later than December 15, 2005  
--Buyer shall provide complete access for rigging and siting the system in the desired room  
--Closure of any walls, doors or exterior openings made for equipment rigging and siting  
--Storage costs after December 15, 2005 if required due to site prep delays

**SITE CONSIDERATIONS:**

Seller shall provide Buyer with guidelines and drawings from the manufacturer for room preparation and siting considerations. It is the Buyer's responsibility to verify drawings and requirements for room preparations and siting. Site must be equipment ready no later than December 15, 2005.

**EQUIPMENT STORAGE:**

Seller shall make arrangements and pay for the storage of this Equipment until December 15, 2005. Thereafter, Buyer shall be responsible for all storage costs until such time as the equipment is installed or moved to the Buyer's location.

**TITLE:**

The title to the Equipment and all ownership rights shall remain vested with the Seller until such time as final payment is made to the Seller per the terms outlined herein. As part and parcel of this agreement, Buyer shall hold a security interest in the Equipment to the extent and proportion of monies paid/due to Seller for the acquisition and installation of the Equipment at the new user site.

**INSURANCE:**

Seller shall be responsible for insuring against any potential losses involving the Equipment while in transit to the Buyer's location. Buyer shall be responsible for insuring against any potential losses involving the Equipment or any of its components after December 15, 2005, or while the Equipment is located at the Buyer's site, and throughout completion of the installation of the Equipment.

**SELLER'S**

**WARRANTY:**

Seller warrants the system will meet original manufacturer's specifications upon completion of the installation at the buyer's location.

**BUYER'S**

**WARRANTY:**

Buyer warrants the new user site will be made ready for the acceptance of the Equipment per parameters outlined in the site planning guide provided by the Seller no later than December 15, 2005. In the event the site is not in such condition as to accept the equipment, Buyer will bear full responsibility, financial and otherwise, for the proper storage of the equipment. In any event, Buyer shall make final payment, as called for in this Agreement, to the Seller no later than January 31, 2006.

**DEFAULT:**

Failure by the Buyer to submit payments as defined under Payment Terms herein, shall be considered a default by the Buyer. In such event Buyer agrees that any and all deposit monies forwarded to the Seller prior to the default become immediately forfeitable to the Seller as due compensation for the time, efforts and lost opportunity. Thereafter, all parties shall cease to be bound by the terms of this contract.

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**MISCELLANEOUS:**

Seller has agreed to discount twenty five percent (25%) of the interest cost on the credit facility the Buyer is utilizing to purchase the Equipment for a period beginning June 30<sup>th</sup> and ending December 31, 2005. This discount has been detailed in the CT Equipment Sale & Installation Purchase Agreement dated June 15, 2005.

**GOVERNING LAW:**

This agreement shall be governed and construed in accordance with the laws of The State Of Connecticut. The prevailing party in any legal actions taken in the interpretation and or the enforcement of this Agreement shall be entitled to recovery of all reasonable compensation, court fees and expenses, including, though not limited to, legal fees paid to attorneys.

**GENERAL:**

Unless otherwise noted in writing by all parties hereto, this Proposal shall constitute the entire Agreement between Buyer and Seller in this sale and installation project.

This Sales & Installation Contract, unless previously executed in writing by both parties hereto, shall expire at the close of business on Thursday, June 16, 2005.

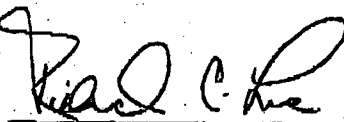
**THE ABOVE HAS BEEN REVIEWED, ACCEPTED AND AGREED TO BY THOSE WHOSE AUTHORIZED SIGNATURES APPEAR BELOW:**

**FOR BUYER:**  
WRA Realty, LLC

  
Authorized Signature & Title

6/15/05  
Date

**FOR SELLER:**  
Asset Management Associates, LLC

  
Richard C. Lane, President

6/15/05  
Date

Attachment B (2)

**ASSET MANAGEMENT ASSOCIATES, LLC**  
"Serving Healthcare & Diagnostic Imaging Markets"**INVOICE****Invoice Number:** 20065-3 WR**Date:** June 30, 2005**Buyer:**WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226**Seller:**Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

<b><u>QUANTITY</u></b>	<b><u>EQUIPMENT</u></b>	<b><u>PRICE/COST</u></b>
One	2000 Model Philips MX 8000 CT Scanner (Installed) & Accessories	\$ 325,000.00
	Payment (Non-refundable) Received/Paid 6/15/05	( 62,500.00)
	Payment (Non-refundable) Received/Paid 6/30/05	( 125,000.00)
<b>Balance Due</b>		<b>\$ 137,500.00</b>

**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract  
between Asset Management Associates, LLC (AMA) and Windham  
Radiology Associates Realty, LLC, dated 6/14/05

**Payment Schedule:**

- 1<sup>st</sup> Payment (\$62,500.00) – Received 6/15/05
- 2<sup>nd</sup> Payment (\$125,000.00) – Received 6/30/05
- 3<sup>rd</sup> Payment (\$62,500.00) Due 12/15/05 or on Site Readiness For Equipment
- 4<sup>th</sup> Payment (\$75,000.00) Due 01/31/06 or Upon Completion of Installation

**"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"**

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E mail: DickLane@AMAasset.com

**BILL OF SALE****Model 2000 Philips MX 8000 Quad CT Scanner**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) Philips MX 8000 Quad CT Scanner listed on the Equipment Sale and Installation Contract (dated June 14, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 30, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By: Richard C. Lane  
Richard C. Lane, President

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***EQUIPMENT SALE & INSTALLATION CONTRACT**

June 14, 2005

Asset Management Associates, LLC ("Seller" or "AMA") of Avon, CT hereby proposes to sell, dismantle, transport and re-install the Equipment detailed below to Windham Radiology Associates Realty, LLC ("Buyer" or "WRA Realty") of Windham, CT per the following terms and conditions:

**PROJECT:** Sale & Installation of Philips MX 8000 Quad Slice CT Scanner

**EQUIPMENT:****2000 Model Philips MX 8000 Quad Slice CT Scanner**

including:

- Simultaneous Four Slice Acquisition
- 0.5mm Slice Thickness
- 6.5 MHU X-Ray Tube
- 60 kW Generator
- 18.0 GB Raw Data Storage memory
- DICOM Print, Store & Work List capabilities
- 100 Seconds Continuous Multi-Slice Capability
- MPR, DentaScan, 3-D, Angio MIP, Voyager, 4-D MIP Angio, Heart Beat/CS
- Functional CT, Master Look, Stereotactics, Bolus Probe Ultra, Q-CTA,
- SONY Magnetic Optical Disk
- All other standard accessories and manuals
- CD Write capabilities are to be added/included with the CT in this sale

**SALES PRICE:** Three Hundred Twenty Five Thousand Dollars (\$325,000.00) plus any and all applicable federal, state or local taxes. Buyer bears sole responsibility for determination and payment of taxes to proper taxing authorities.

**PAYMENT TERMS:**

The following schedule outlines payment terms for the acquisition of the Equipment and installation of the CT system:

- \$ 62,500.00 - non-refundable deposit due with an executed copy of this Contract.
- \$125,000.00 - due June 30, 2005 prior to removal of equipment from its current site
- \$ 62,500.00 - due prior to shipping to Buyer's site or no later than December 15, 2005
- \$ 75,000.00 - due on completion of the installation, or no later than January 31, 2006.

**EQUIPMENT ACCEPTANCE:**

Buyer has been given the right to inspect the Equipment in its current location and discuss its condition and operating history with the current clinical users of the Equipment. Seller has provided Buyer with pictures of, and case studies (images) from, the Equipment. Buyer acknowledges their acceptance of the Equipment for purchase.

**SELLER'S RESPONSIBILITY:**

Seller shall be solely responsible for providing the following services and products:

- Site Planning Guide for the new site.
- Equipment as described above
- Service History and Service Logs to be made available to Buyer
- Dismantling, rigging and removal of Equipment from its current location
- Storage of Equipment through December 15, 2005
- Transport of the Equipment from storage to the buyer's site.
- Rigging and mechanical Installation of the equipment at the new user site.
- All work to be performed with manufacturer trained qualified service engineers.
- Start-up and Calibration of the system at the new user site.
- On-site training for new user's CT technicians

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***BUYER'S RESPONSIBILITY:**

Buyer shall be solely responsible for providing the following services and products:

- All construction and site prep work at the Buyer's location including, but not limited to, room layout, RF shielding, plumbing, HVAC and electrical power.
- CT Room shall be made "equipment ready" no later than December 15, 2005
- Buyer shall provide complete access for rigging and siting the system in the desired room
- Closure of any walls, doors or exterior openings made for equipment rigging and siting
- Storage costs after December 15, 2005 if required due to site prep delays

**SITE CONSIDERATIONS:**

Seller shall provide Buyer with guidelines and drawings from the manufacturer for room preparation and siting considerations. It is the Buyer's responsibility to verify drawings and requirements for room preparations and siting. Site must be equipment ready no later than December 15, 2005.

**EQUIPMENT STORAGE:**

Seller shall make arrangements and pay for the storage of this Equipment until December 15, 2005. Thereafter, Buyer shall be responsible for all storage costs until such time as the equipment is installed or moved to the Buyer's location.

**TITLE:**

The title to the Equipment and all ownership rights shall remain vested with the Seller until such time as final payment is made to the Seller per the terms outlined herein. As part and parcel of this agreement, Buyer shall hold a security interest in the Equipment to the extent and proportion of monies paid/due to Seller for the acquisition and installation of the Equipment at the new user site.

**INSURANCE:**

Seller shall be responsible for insuring against any potential losses involving the Equipment while in transit to the Buyer's location. Buyer shall be responsible for insuring against any potential losses involving the Equipment or any of its components after December 15, 2005, or while the Equipment is located at the Buyer's site, and throughout completion of the installation of the Equipment.

**SELLER'S****WARRANTY:**

Seller warrants the system will meet original manufacturer's specifications upon completion of the installation at the buyer's location.

**BUYER'S****WARRANTY:**

Buyer warrants the new user site will be made ready for the acceptance of the Equipment per parameters outlined in the site planning guide provided by the Seller no later than December 15, 2005. In the event the site is not in such condition as to accept the equipment, Buyer will bear full responsibility, financial and otherwise, for the proper storage of the equipment. In any event, Buyer shall make final payment, as called for in this Agreement, to the Seller no later than January 31, 2006.

**DEFAULT:**

Failure by the Buyer to submit payments as defined under Payment Terms herein, shall be considered a default by the Buyer. In such event Buyer agrees that any and all deposit monies forwarded to the Seller prior to the default become immediately forfeitable to the Seller as due compensation for the time, efforts and lost opportunity. Thereafter, all parties shall cease to be bound by the terms of this contract.

06/15/2005 16:38

FROM ASS MANAGEMENT ASSOC. S

TO 687122

P.01

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**MISCELLANEOUS:**

Seller has agreed to discount twenty five percent (25%) of the interest cost on the credit facility the Buyer is utilizing to purchase the Equipment for a period beginning June 30<sup>th</sup> and ending December 31, 2005. Said interest has been estimated at \$2,500.00/month. Maximum payment from Buyer to Seller for this offset of charges is \$3,125.00. This will be shown as a courtesy discount on the final invoice.

**GOVERNING LAW:**

This agreement shall be governed and construed in accordance with the laws of The State Of Connecticut. The prevailing party in any legal actions taken in the interpretation and or the enforcement of this Agreement shall be entitled to recovery of all reasonable compensation, court fees and expenses, including, though not limited to, legal fees paid to attorneys.


**GENERAL:**

Unless otherwise noted in writing by all parties hereto, this Proposal shall constitute the entire Agreement between Buyer and Seller in this sale and installation project.

This Sales & Installation Contract, unless previously executed in writing by both parties hereto, shall expire at the close of business on Thursday, June 16, 2005.

**THE ABOVE HAS BEEN REVIEWED, ACCEPTED AND AGREED TO BY THOSE WHOSE AUTHORIZED SIGNATURES APPEAR BELOW:**

**FOR BUYER:**  
WRA Realty, LLC

 6/15/05  
Authorized Signature Date

**FOR SELLER:**  
Asset Management Associates, LLC

Richard C. Lane, President Date

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

June 14, 2005

Dr. Hadeer Shaikhly  
WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

**Re: Sales & Installation Contract – Picker Polaris 1.0T MRI & Philips MX 8000 Quad CT Scanner**

Dear Dr. Shaikhly:

Thank you for the considerations extended to Asset Management Associates, LLC (AMA) in your quest to acquire and site a high quality pre-owned 1.0T MRI system and a Quad Slice CT Scanner.

Outlined on the following pages is the Equipment Sale & Installation Contract for the Picker MRI system and the Philips CT Scanners. The CT system is currently installed and in clinical operation at Columbus Community Hospital in Columbus, NB, and the MRI is currently installed and operational in LaPorte, IN. As indicated, this system is coming out of service on July 5<sup>th</sup> and we are making arrangements for the removal, transport and storage of the system on your behalf.

AMA will provide you with photos, images and all relevant information about this CT and the MRI for the purpose of going under contract as described today. Any questions you may have should be surfaced in our meeting on Wednesday June 15th, as once this contract is signed, Asset Management Associates, LLC (AMA) will be fully engaged in various activities related to this sale and installation project.

I look forward to the completion of this project in a timely and professional manner. I welcome the opportunity to answer any questions you may have throughout the entire project.

Thank you for the opportunity to provide WRA Realty, LLC with high quality pre-owned diagnostic imaging equipment to meet the needs of your group, and the local community.

Sincerely,

**ASSET MANAGEMENT ASSOCIATES, LLC**

Richard C. Lane  
President

RCL/ac

Attachments

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**INVOICE**

Invoice Number: 14065-2 WR

Date: June 15, 2005

**Buyer:**

WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226

**Seller:**

Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

**QUANTITY**

One

**EQUIPMENT**

2000 Model Philips MX 8000 CT  
Scanner (Installed) & Accessories

**PRICE/COST**

\$ 325,000.00

Payment (Non-refundable)  
Received/Paid 6/15/05

( 62,500.00)

Balance Due

\$ 262,500.00

**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract between Asset Management Associates, LLC (AMA) and Windham Radiology Associates Realty, LLC, dated 6/14/05

**Payment Schedule:**

1<sup>st</sup> Payment (\$62,500.00) – Received 6/15/05

2<sup>nd</sup> Payment (\$125,000.00) – Due June 30, 2005

3<sup>rd</sup> Payment (\$62,500.00) Due 12/15/05 or on Site Readiness For Equipment

4<sup>th</sup> Payment (\$75,000.00) Due 01/31/06 or Upon Completion of Installation

**"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"**

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com

**BILL OF SALE****Model 2000 Philips MX 8000 Quad CT Scanner**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of Sixty Two Thousand Five Hundred Dollars Ten Thousand Dollars (\$62,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) Philips MX 8000 Quad CT Scanner listed on the Equipment Sale and Installation Contract (dated June 14, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 15, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By: \_\_\_\_\_

Richard C. Lane, President

Attachment B L3

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***INVOICE****Invoice Number: 14065-2 WR****Date: June 15, 2005****Buyer:****WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226****Seller:****Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001****QUANTITY****One****EQUIPMENT****1991 GE Pausch Radiographic System  
Scanner (Installed) & Accessories****PRICE/COST****\$ 19,500.00****Payment (Non-refundable)  
Received/Paid 6/30/05****( 2,500.00)****Balance Due****\$ 17,000.00****Terms of Sale****All terms of sale are outlined in Equipment Sale & Installation Contract  
between Asset Management Associates, LLC (AMA) and Windham  
Radiology Associates Realty, LLC, dated 6/28/05****Payment Schedule:****1<sup>st</sup> Payment (\$2,500.00) - Received 6/30/05****2<sup>nd</sup> Payment (\$11,150.00) Due 12/15/05 or on Site Readiness For Equipment****3<sup>rd</sup> Payment (\$5,850.00) Due 01/31/06 or Upon Completion of Installation*****"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"*****195 West Main Street - P.O. Box 980 - Avon, CT 06001****Phone: (860) 674-0755 - Facsimile: (860) 674-0784****E-mail: DickLane@AMAasset.com**

**BILL OF SALE****1991 GE Radiographic System**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of Two Thousand Five Hundred Dollars (\$2,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) General Electric Radiographic System (The "Equipment") listed on the Equipment Sale and Installation Contract (dated June 28, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 30, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By: Richard C. Lane

Richard C. Lane, President

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**EQUIPMENT SALE & INSTALLATION CONTRACT**

Page 1 of 3

**GENERAL ELECTRIC RADIOGRAPHIC SYSTEM**  
**June 28, 2005**

Asset Management Associates, LLC ("Seller" or "AMA") of Avon, CT hereby proposes to sell, dismantle, transport and re-install the Equipment detailed below to Windham Radiology Associates Realty, LLC ("Buyer" or "WRA Realty") of Windham, CT per the following terms and conditions:

**PROJECT:** Sale & Installation of General Electric Pausch Radiographic System

**EQUIPMENT:**

1991 General Electric/Pausch Radiographic System  
including:

- Floor Mounted Tube Stand with Rails  
    --(Movable with Electric Locks)
- GE DXD-350-Type II Generator  
    --(Single Phase 220Volt/100Amp)
- (SCR Contactor)
- (140 kVp / 300 mA)
- Pausch Patient Table (4-way float top)
- HT transformer
- X-ray tube (1mm/2mm focal spot)
- Phototimed Collimator Unit
- Pair of HT Cables
- Photo Timed Wall Bucky with Cassette Holder
- All other standard accessories and manuals

**SALES PRICE:** Nineteen Thousand Five Hundred Dollars (\$19,500.00) plus any and all applicable federal, state or local taxes. Buyer bears sole responsibility for determination and payment of taxes to proper taxing authorities.

**PAYMENT TERMS:** The following schedule outlines payment terms for the acquisition of the Equipment and installation of the CT system:

- \$ 2,500.00 - non-refundable deposit due with an executed copy of this Contract.
- \$11,150.00 - due prior to shipping to Buyer's site or no later than December 15, 2005
- \$ 5,850.00 - due on completion of the installation, or no later than January 31, 2006.

**EQUIPMENT ACCEPTANCE:**

Buyer has been given the right to inspect the Equipment in its current location and discuss its condition and operating history with the current service company responsible for Equipment. Buyer acknowledges their acceptance of the Equipment for purchase.

**SELLER'S RESPONSIBILITY:**

Seller shall be solely responsible for providing the following services and products:

- Site Planning Guide for the new site.
- Equipment as described above
- Service History to be made available to Buyer
- Dismantling, rigging and removal of Equipment from its current location
- Storage of Equipment through December 15, 2005
- Transport of the Equipment from storage to the buyer's site.
- Rigging and mechanical Installation of the equipment at the new user site.

195 West Main Street - P.O. Box 980 - Avon, CT 06001  
Phone: (860) 674-0755 - Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

Page 2 of 3

**SELLER'S RESPONSIBILITY: (continued)**

- All work to be performed with manufacturer trained qualified service engineers.
- Start-up and Calibration of the system at the new user site.
- On-site training for new user's CT technicians

**BUYER'S RESPONSIBILITY:**

- Buyer shall be solely responsible for providing the following services and products:
- All construction and site prep work at the Buyer's location including, but not limited to, room layout, RF shielding, plumbing, HVAC and electrical power.
  - CT Room shall be made "equipment ready" no later than December 15, 2005
  - Buyer shall provide complete access for rigging and siting the system in the desired room
  - Closure of any walls, doors or exterior openings made for equipment rigging and siting
  - Storage costs after December 15, 2005 if required due to site prep delays

**SITE CONSIDERATIONS:**

Seller shall provide Buyer with guidelines and drawings from the manufacturer for room preparation and siting considerations. It is the Buyer's responsibility to verify drawings and requirements for room preparations and siting. Site must be equipment ready no later than December 15, 2005.

**EQUIPMENT STORAGE:**

Seller shall make arrangements and pay for the storage of this Equipment until December 15, 2005. Thereafter, Buyer shall be responsible for all storage costs until such time as the equipment is installed or moved to the Buyer's location.

**TITLE:**

The title to the Equipment and all ownership rights shall remain vested with the Seller until such time as final payment is made to the Seller per the terms outlined herein. As part and parcel of this agreement, Buyer shall hold a security interest in the Equipment to the extent and proportion of monies paid/due to Seller for the acquisition and installation of the Equipment at the new user site.

**INSURANCE:**

Seller shall be responsible for insuring against any potential losses involving the Equipment while in transit to the Buyer's location. Buyer shall be responsible for insuring against any potential losses involving the Equipment or any of its components after December 15, 2005, or while the Equipment is located at the Buyer's site, and throughout completion of the installation of the Equipment.

**SELLER'S WARRANTY:**

Seller warrants the system will meet original manufacturer's specifications upon completion of the installation at the buyer's location. Further, Seller, at its own expense, will cover the cost of a one year full service policy on the equipment and all parts.

**BUYER'S WARRANTY:**

Buyer warrants the new user site will be made ready for the acceptance of the Equipment per parameters outlined in the site planning guide provided by the Seller no later than December 15, 2005. In the event the site is not in such condition as to accept the equipment, Buyer will bear full responsibility, financial and otherwise, for the proper storage of the equipment. In any event, Buyer shall make final payment, as called for in this Agreement, to the Seller no later than January 31, 2006.

**ASSET MANAGEMENT ASSOCIATES, LLC**  
"Serving Healthcare & Diagnostic Imaging Markets"

Page 3 of 3

**DEFAULT:** Failure by the Buyer to submit payments as defined under Payment Terms herein, shall be considered a default by the Buyer. In such event Buyer agrees that any and all deposit monies forwarded to the Seller prior to the default become immediately forfeitable to the Seller as due compensation for the time, efforts and lost opportunity. Thereafter, all parties shall cease to be bound by the terms of this contract.

**GOVERNING LAW:** This agreement shall be governed and construed in accordance with the laws of The State Of Connecticut. The prevailing party in any legal actions taken in the interpretation and or the enforcement of this Agreement shall be entitled to recovery of all reasonable compensation, court fees and expenses, including, though not limited to, legal fees paid to attorneys.

**GENERAL:** Unless otherwise noted in writing by all parties hereto, this Proposal shall constitute the entire Agreement between Buyer and Seller in this sale and installation project.

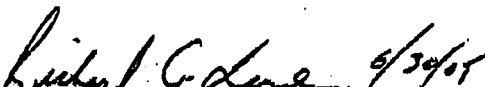
This Sales & Installation Contract, unless previously executed in writing by both parties hereto, shall expire at the close of business on Thursday, June 30, 2005.

**THE ABOVE HAS BEEN REVIEWED, ACCEPTED AND AGREED TO BY THOSE WHOSE AUTHORIZED SIGNATURES APPEAR BELOW:**

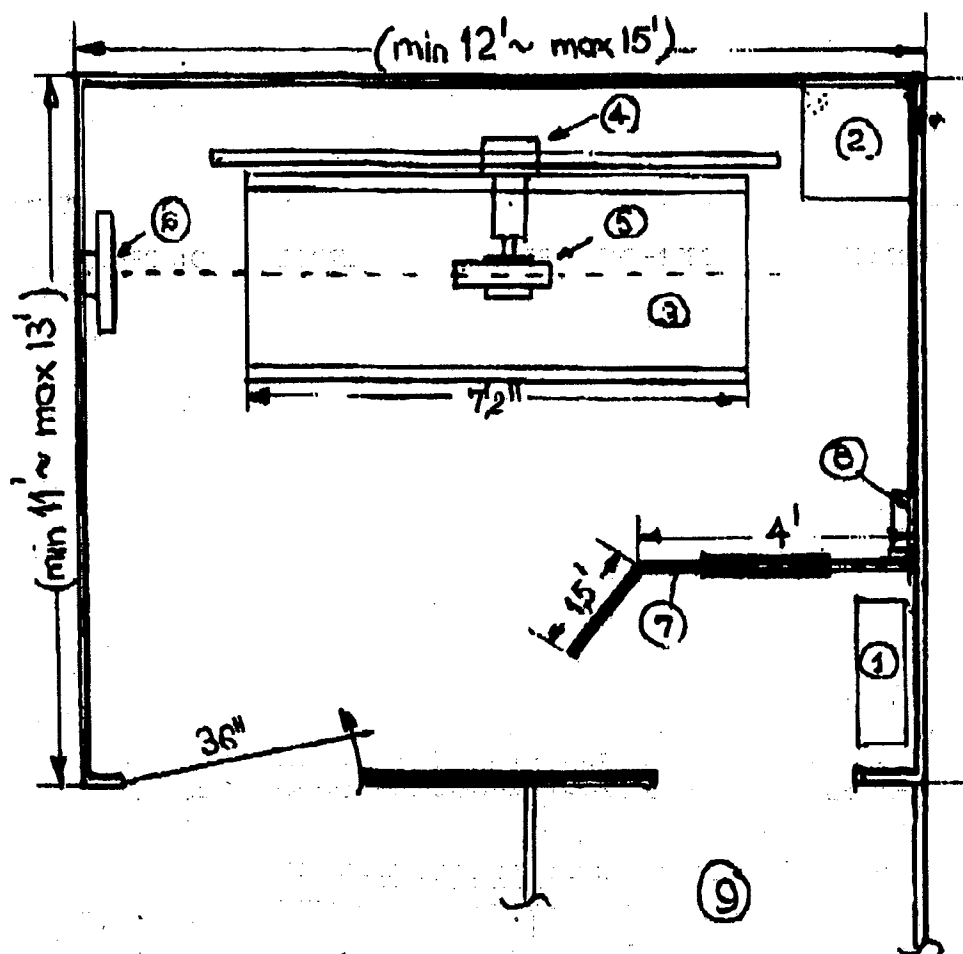
**FOR BUYER:**  
WRA Realty, LLC

  
Authorized Signature Date

**FOR SELLER:**  
Asset Management Associates, LLC

  
Richard C. Lane, President Date

195 West Main Street - P.O. Box 980 - Avon, CT 06001  
Phone: (860) 674-0755 - Facsimile: (860) 674-0784  
E-mail: DickLane@AMAAsset.com



- 1 - X-ray generator
- 2 - H.T. Transformer
- 3 - X-ray table
- 4 - Tube stand
- 5 - X-ray tube & collimator
- 6 - Wall bucky
- 7 - booth
- 8 - switch disconnect box (220V single phase / 100A).
- 9 - dark room.

GE Radiographic Rm. (1991 Pausch)

Attachment C

WRA REALTY, LLC  
112 MANSFIELD AVE  
WILLIMANTIC, CT 06226

Asset Management Associates, LLC  
Seventeen Thousand Five Hundred and no/100 DOLLARS \$17,500



Bank of America

001001 10119005711 95193 72075

001001 10119005711 95193 72075 00017500

WRA REALTY, LLC  
112 MANSFIELD AVE  
WILLIMANTIC, CT 06226

100

Asset Management Associates, LLC  
Seventeen Thousand Five Hundred and no/100 DOLLARS \$17,500



Bank of America

001001 10119005711 95193 72075

001001 10119005711 95193 72075 000625000

1126

WRA REALTY, LLC  
112 MANSFIELD AVE.  
WILLIAMANTIC, CT 06226

DATE 6/30/05

51-57/160

Asset Management Associates, LLC

Five hundred

Bank of America

1 payment

95193 77075

\$2500

DOLLARS

0000250000

1125

WRA REALTY, LLC  
112 MANSFIELD AVE.  
WILLIAMANTIC, CT 06226

DATE 6/30/05

51-57/160

Asset Management Associates, LLC

Two hundred & twenty five thousand

Bank of America

2nd payment

95193 77075

\$125,000

DOLLARS

0000250000

1003	
DATE: 7/30/05	
SI: 5/10	
DOLLARS: \$113,750	
WRA REALTY, LLC 112 HANSFIELD AVE. WILLIAMANTIC, CT 06226	
Asset Management Associates LLC	
One Hundred Thirteen Thousand Seven Hundred & Fifty	
Bank of America	
Signature: [Signature]	
MICR: ⑆001003⑆ ⑆1031290057⑆ 95193 27075⑆ ⑆0011375000⑆	



**Total**

\$ 462,100.00	\$ 9,250.00	\$ 462,100.00
\$ 462,100.00	\$ 9,250.00	\$ 462,100.00

To: Mansfield Imaging Center  
East Brook Mall

From: Kingsbrook Development Corp.  
290 Pratt Street  
Meriden, CT 06450

Project: Interior Buildout

Architect: TBD

Req. No.  
Period:

Contract Date:  
Retainage:

0.00%

A	B	C	D	E	F	G
Item No.	DESCRIPTION OF WORK	Schedule of Value	CT COST	Work Completed This Period	Total Complete & Stored To Date	0% Balance To Finish
	Architect & Engineer	18,000.00	-	-	\$	18,000.00
	Project Mobilization	10,000.00	-	-	\$	10,000.00
	Permit	2,000.00	-	-	\$	2,000.00
	Physicist	1,500.00	750.00	-	\$	1,500.00
	Temporary Systems	3,000.00	-	-	\$	3,000.00
	Demolition	18,000.00	-	-	\$	18,000.00
	Site Work	4,300.00	-	-	\$	4,300.00
	Concrete Work	9,100.00	500.00	-	\$	9,100.00
	Drywall & Insulation	38,000.00	2,400.00	-	\$	38,000.00
	Ceilings	9,000.00	-	-	\$	9,000.00
	Doors & Hardware	8,500.00	-	-	\$	8,500.00
	Glazing	3,500.00	-	-	\$	3,500.00
	Framing/Structural	3,200.00	-	-	\$	3,200.00
	Roof Work	4,500.00	-	-	\$	4,500.00
	Electrical	95,000.00	13,200.00	-	\$	95,000.00
	HVAC & Plumbing	68,000.00	8,400.00	-	\$	68,000.00
	Sprinkler	7,200.00	-	-	\$	7,200.00
	Finish Carpentry	2,100.00	-	-	\$	2,100.00
	Painting & Wallcovering	13,400.00	500.00	-	\$	13,400.00
	Floorcovering	12,200.00	500.00	-	\$	12,200.00
	Millwork	15,000.00	-	-	\$	15,000.00
	Miscellaneous / Refuse	5,000.00	-	-	\$	5,000.00
	Misc. Metal	7,000.00	-	-	\$	7,000.00
	Shielding	19,600.00	11,000.00	-	\$	19,600.00
	RF Shielding	35,000.00	-	-	\$	35,000.00
	Rigging	-	-	-	\$	-
	Project Supervision	50,000.00	2,500.00	-	\$	50,000.00
	CONTRACT SUM	462,100.00	39,750.00	-	\$	462,100.00
	Change Orders	-	-	-	\$	-
1	Electrical Upgrade	-	-	-	\$	-
2	Silicon Steel	-	-	-	\$	-
	Total Change Orders	-	-	-	\$	-
		462,100.00	39,750.00	-	\$	462,100.00
	Total	462,100.00	39,750.00	-	\$	462,100.00

**Windham Radiology Associates, PC/WRA Realty, LLC**

112 Mansfield Avenue  
Willimantic, CT 06226  
(860) 456-6784

Krishnan Gopal, MD  
Robert B. Daly, MD

Gregory T. Turner, MD  
Hadeer Shaikhly, MD

2006 JAN -4 PM 4:29

RECEIVED

CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

December 27, 2005

Ms. Karen Roberts, Compliance Officer  
Mr. Tillman Foster, Associate Health Care Analyst  
Office of Health Care Access  
410 Capitol Avenue, MS#13HCA  
P.O. Box 340308  
Hartford, CT 06134-0308

Re: Request for additional information; Report Number: 05-30484-DTR

**SENT BY MAIL AND TELEFACSIMILE**

Dear Ms. Roberts and Mr. Foster:

On behalf of Windham Radiology Associates, PC, (WRA, PC) and WRA Realty, LLC (WRA, LLC), I am responding to the request for additional information that you had originally sent to my partner, Dr. Gregory Turner. As you know, WRA, PC had submitted a CON Determination Form 2020 to the Office of Health Care Access for a determination that no CON was required for the acquisition of a used CT scanner and a used MRI unit purchased prior to June 30, 2005. Below you will find the additional information about which you inquired.

**1) Provide a full description of WRA Realty, LLC.** WRA, LLC is a limited liability company founded in August, 2004 by radiologists who also practice in WRAPC. WRAPC is a hospital-based radiology group who has practiced for many years at Windham Community Memorial Hospital in Willimantic, CT.

**1a) Why is it listed as a buyer of the equipment rather than WRA, PC?** While WRA, PC advanced the start-up funds for WRA, LLC, including funds for drafting the organization documents and initial operation, WRA, LLC has secured the financing for all of the equipment and the build-out of the Mansfield Diagnostic Center (MDC).

**1b) Why is it listed as a coapplicant to the determination request?** As mentioned above, WRA, LLC is the business entity tied to WRA, PC and will provide operational management of the free-standing out-patient imaging center, MDC.

**1c) Description of the interrelationship between these two entities.** WRA, PC provides the professional reading services, will do all of the billing for services provided and will remit all

payments to WRA, LLC. WRA, LLC owns the imaging equipment and employs the technologists. WRA, LLC leases both of these services back to WRA, PC for use at the MDC. WRA, LLC also pays all operating expenses, including occupancy and supply costs for the MDC.

**1d) Is WRA, PC going to sublease the unit from WRA Realty, LLC?** Yes, see above.

**2) Is the Mansfield Office site constructed?** WRA, LLC purchased land to build an imaging center at Ledgebrook Drive, Mansfield in January, 2005. After nearly a year of planning, the architect and the developer could not bring the building project in under the approved budget and the partners in WRA, LLC felt they needed to find a lower cost option for establishing the out-patient imaging center. In October, 2005, WRA, LLC signed a long-term lease to establish the MDC at 95 Storrs Road, Willimantic, CT. Construction on the space will begin in early, 2006.

**3) Provide the date(s) that the CT Scanner/MRI scanner was delivered and installed.** Due to the inability of the architect and developer to meet the target budget, the equipment is still being stored until the MDC renovations are completed in 2006.

**4) Provide evidence of the signed loan document that indicates which legal entity took out the loan WRA, PC or WRA Realty, LLC.** See Attachment A attached.

**5) Provide the executed sales and installation proposal.** See Attachment B (1-3) attached for MRI unit, CT scanner and x-ray machine.

**6) Provide copies of any cancelled checks related to the purchase.** See Attachment C attached.

**7) Provide any and all invoices related to the purchase of the CT/MRI scanners.** See Attachment C for equipment invoices and Attachment D for CT and MRI buildout costs.

**8) Does the Mansfield Diagnostic Center (formerly called Mansfield Imaging) exist as a legal entity?** No, the Mansfield Diagnostic Center is a d.b.a. of WRA, LLC.

**8a) Describe the ownership or planned ownership of this entity.** WRA, LLC will be the owner of the Mansfield Diagnostic Center.

**8b) Will this entity have a provider number and bill for any services?** No, all professional services and billing will be done through WRA, PC's provider number.

Please contact me at 860-456-6785 or via my beeper at 860-744-1962 if you have any questions regarding the attached.

Sincerely,

*[Handwritten signature]*  
Robert Chalich, MD

12/28/05

**Imaging Equipment Information Requirement Completeness Form  
Pursuant to Section 19a-639 as amended by Public Act 05-93**

**AFFIDAVIT**

Applicant: Windham Radiology Associates, PC / WRA Realty, LLC  
Project Title: Mansfield Diagnostic Center

I, Hadeer Shakhly, Managing Member  
(Name) (Position - CEO or CFO)

of WRA Realty, LLC being duly sworn, depose and state that the  
information provided in this CON Determination form is true and accurate to the best of  
my knowledge, and that Mansfield Diagnostic Center complies with the appropriate  
(Facility Name)

and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639,  
19a-486 and/or 4-181 of the Connecticut General Statutes.

Hadeer Shakhly 12/28/05  
Signature Date

Subscribed and sworn to before me on December, 28, 2005

Dawn Nail  
Notary Public/Commissioner of Superior Court

My commission expires: 12/31/05

February 23, 2005

Dr. Gregory T. Turner  
WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

Dear Dr. Turner:

Thank you for selecting Fleet for your current financing needs. We are pleased to inform you that we have approved a Fleet Business Line of Credit with a Term Loan Conversion Feature in the amount of Eight Hundred Thousand Dollars (\$800,000). Your signature at the bottom of this letter and initials on each page of Schedule A indicating your acceptance of this financing commitment is the next step in putting those funds to work.

We've attached an overview of the key terms and conditions of your new Fleet Business Line of Credit with a Term Loan Conversion Feature on the attached Schedule A. It summarizes elements in the documents you will execute at closing. Please read it carefully, and don't hesitate to ask us about any term that is unclear.

Please return the signed copy of this letter and initialed page(s) of Schedule A to us by this commitment's expiration date of March 9, 2005.

Please call me at 860-523-6123 if you have any questions or would like to discuss your banking needs further. Thank you for banking with Fleet.

Sincerely,

Jeffrey D. Roman  
Senior Vice President

WRA Realty, LLC  
February 23, 2005

By signing and dating below and initialing each page of Schedule A the Borrower accepts and agrees to the terms and conditions of this loan commitment.

Borrower:

WRA Realty, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory T. Turner, Member

Guarantors:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert B. Daly, Individually

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hadeer H. Shaikhly, Individually

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory T. Turner, Individually

Windham Radiology Associates

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory T. Turner

## SCHEDULE A

**This commitment letter supersedes all prior commitment letters for this credit facility. The terms and conditions of your new Fleet Line of Credit with a Term Loan conversion feature are as follows:**

**Borrower:** WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

**Guarantors:** Robert B. Daly, Hadeer H. Shaikhly, Gregory T. Turner and Windham Radiology Associates, P.C.

**Credit Amount:** \$800,000

**Credit Facility:** Line of Credit with a Term Loan conversion feature

**Term:** Eight (8) Years

**Use of Proceeds:** Purchase of a rebuilt Open MRI (magnetic resonance imaging) unit and a CT (computed tomography) unit. To be advanced at 100% of net invoice.

**Interest Rate:** Until the conversion date, Fleet Bank's floating Prime Rate plus 1.00% percentage points. After the conversion date, 200 basis points above Fleet Bank's 7 year Equal Payment Business Loan rate of interest.

**Conversion Date:** 12 months from the date of closing the Loan shall convert to a Term Loan and the Borrower will amortize the current outstanding balance of the Loan in accordance with the repayment schedule outlined below.

**Annual Fee:** None

**Commitment Fee:** \$2,000

**Payment Schedule:** Until the Conversion Date, interest is payable monthly and principal is due and payable on demand. After the Conversion Date, 84 substantially equal monthly payments of principal and interest combined, based on a seven year amortization schedule.

**Compensating Balances:** None

**Collateral:** First security interest in all business assets and purchase money security interest in the equipment being financed.

**Loan Documents:** All loan documents will be satisfactory to Fleet Bank and its legal counsel.

**Prepayment:** Right to prepay without penalty.

**Other Conditions**

1. Credit approval is contingent upon fulfillment of the terms and conditions of this commitment for financing, and conformity and compliance with existing laws, any necessary government approvals, and with Fleet's standard credit policies.
2. Borrower and guarantors will provide Fleet with annual financial statements.
3. Borrower's primary operating checking account is to be maintained at Fleet Bank.
4. All direct expenses paid to third parties and related to the closing of this loan transaction are the responsibility of the Borrower.
5. Borrower will maintain adequate hazard insurance.
6. Subject to a 5% late fee on payments. The default interest rate is 4% over the contract rate.
7. This commitment is not assignable.
8. There has been no material adverse change in financial or market conditions that affects the Borrower's financial position.
9. This commitment expires March 9, 2005.
10. This loan must close within 30 days from the date of this commitment.
11. Subject to satisfactory review of the following prior to closing:
  - a. UCC Search
12. Conditions at Closing:
  - a. Funds to be disbursed at 100% of net invoice.
13. Key Covenants: The following loan covenant will be required and tested annually:
  - a. Debt Service Coverage Ratio of 1.20:1 tested annually.

WRA Realty will maintain at all times throughout the term of this Agreement a ratio of Net Operating Income (less dividends and distributions) of the Borrower to the sum of (i) interest expense on all obligations of the Borrower and (ii) all regularly scheduled principal reductions under the Note and under other indebtedness of the Borrower of not less than 1.20:1. Net Operating Income is defined as net income (loss) after taxes, plus depreciation expense, plus amortization of goodwill and other intangible assets, plus interest expense accrued on all interest bearing obligations.

Attachment B(1)  
**ASSET MANAGEMENT ASSOCIATES, LLC**

*"Serving Healthcare & Diagnostic Imaging Markets"*

**INVOICE**

**Invoice Number:** 14065-1 WR

**Date:** June 15, 2005

**Buyer:**

WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226

**Seller:**

Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

**QUANTITY**

One

**EQUIPMENT**

1998 Picker Polaris 1.0T MRI  
System (Installed) & Accessories

**PRICE/COST**

\$ 250,000.00

Payment (Non-refundable)

Received/Paid 6/15/05

( 17,500.00)

**Balance Due**

**\$ 232,500.00**

**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract between Asset Management Associates, LLC (AMA) and Windham Radiology Associates Realty, LLC, dated 6/14/05

**Payment Schedule:**

1<sup>st</sup> Payment (\$17,500.00) – Received 6/15/05

2<sup>nd</sup> Payment (\$113,750.00) – Due July 30, 2005 or upon Equipment Release

3<sup>rd</sup> Payment (\$43,750.00) Due 12/15/05 or on Site Readiness For Equipment

4<sup>th</sup> Payment – (\$75,000.00) Due 01/31/06 or on Completion of Installation

***"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"***

195 West Main Street – P.O. Box 980 – Avon, CT 06001

Phone: (860) 674-0755 – Facsimile: (860) 674-0784

E-mail: DickLane@AMAAsset.com

**BILL OF SALE****1998 Picker Polaris 1.0T MRI System**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of Seventeen Thousand Five Hundred Dollars Ten Thousand Dollars (\$17,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) Picker Polaris 1.0T MRI System (The "Equipment") listed on the Equipment Sale and Installation Contract (dated June 14, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 15, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By:  6/15/05

Richard C. Lane, President

# ASSET MANAGEMENT ASSOCIATES, LLC

*"Serving Healthcare & Diagnostic Imaging Markets"*

## EQUIPMENT SALE & INSTALLATION CONTRACT

June 14, 2005

Asset Management Associates, LLC ("Seller" or "AMA") of Avon, CT hereby proposes to sell, dismantle, transport and re-install the Equipment detailed below to Windham Radiology Associates Realty, LLC ("Buyer" or "WRA Realty") of Windham, CT per the following terms and conditions:

**PROJECT:** Sale & Installation of Philips Picker Polaris 1.0T MRI System

### EQUIPMENT:

1998 Picker Polaris 1.0T Short Bore MRI System

including:

- 1.0T Short Bore Magnet
- Single Cryogen System
- Software Level VIA 2.0
- 20 mTm gradients, 40 Slew Rate
- DICOM Print, Store & Work List capabilities
- FSE, Turbo, MRA, Phased Array, 3-D, Diffusion, Neuro Packages
- All other standard accessories and manuals
- CD Write capabilities are to be added/included with the MRI in this sale

**SALES PRICE:** Two Hundred Fifty Thousand Dollars (\$250,000.00) plus any and all applicable federal, state or local taxes. Buyer bears sole responsibility for determination and payment of taxes to proper taxing authorities.

### PAYMENT TERMS:

The following schedule outlines payment terms for the acquisition of the Equipment and installation of the MRI system:

- \$ 17,500.00 – non-refundable deposit due with an executed copy of this Contract.
- \$113,750.00 - due July 30, 2005 prior to removal of equipment from its current site
- \$ 43,750.00 - due prior to shipping to Buyer's site or no later than December 15, 2005
- \$ 75,000.00 - due on completion of the installation, or no later than January 31, 2006.

### EQUIPMENT ACCEPTANCE:

Buyer has been given the right to inspect the Equipment in its current location and discuss its condition and operating history with the current clinical users of the Equipment. Seller has provided Buyer with pictures of, and case studies (images) from, the Equipment. Buyer hereby acknowledges their acceptance of the Equipment for purchase.

### SELLER'S RESPONSIBILITY:

**Seller shall be solely responsible for providing the following services and products:**

- Site Planning Guide for the new site.
- Equipment as described above.
- Service History and Service Logs to be made available to Buyer
- Dismantling, rigging and removal of Equipment from its current location
- Storage of Equipment, including cryogen refills through December 15, 2005
- Transport of the Equipment from storage to the buyer's site.
- Rigging and mechanical Installation of the equipment at the new user site.
- All work to be performed with manufacturer trained qualified service engineers.
- Start-up and Calibration of the system at the new user site.
- On-site training for new user's MRI technicians

**ASSET MANAGEMENT ASSOCIATES, LLC**

*"Serving Healthcare & Diagnostic Imaging Markets"*

**BUYER'S RESPONSIBILITY:**

**Buyer shall be solely responsible for providing the following services and products:**  
--All construction and site prep work at the Buyer's location including, but not limited to, room layout, RF and Magnetic shielding, plumbing, HVAC and electrical power.  
--MRI Room shall be made "equipment ready" no later than December 15, 2005  
--Buyer shall provide complete access for rigging and siting the system in the desired room  
--Closure of any walls, doors or exterior openings made for equipment rigging and siting  
--Storage costs after December 15, 2005 if required due to site prep delays

**SITE CONSIDERATIONS:**

Seller shall provide Buyer with guidelines and drawings from the manufacturer for room preparation and siting considerations. It is the Buyer's responsibility to verify drawings and requirements for room preparations and siting. Site must be equipment ready no later than December 15, 2005.

**EQUIPMENT STORAGE:**

Seller shall make arrangements and pay for the storage of this Equipment until December 15, 2005. Thereafter, Buyer shall be responsible for all storage costs until such time as the equipment is installed or moved to the Buyer's location.

**TITLE:**

The title to the Equipment and all ownership rights shall remain vested with the Seller until such time as final payment is made to the Seller per the terms outlined herein. As part and parcel of this agreement, Buyer shall hold a security interest in the Equipment to the extent and proportion of monies paid/due to Seller for the acquisition and installation of the Equipment at the new user site.

**INSURANCE:**

Seller shall be responsible for insuring against any potential losses involving the Equipment while in transit to the Buyer's location. Buyer shall be responsible for insuring against any potential losses involving the Equipment or any of its components after December 15, 2005, or while the Equipment is located at the Buyer's site, and throughout completion of the installation of the Equipment.

**SELLER'S**

**WARRANTY:**

Seller warrants the system will meet original manufacturer's specifications upon completion of the installation at the buyer's location.

**BUYER'S**

**WARRANTY:**

Buyer warrants the new user site will be made ready for the acceptance of the Equipment per parameters outlined in the site planning guide provided by the Seller no later than December 15, 2005. In the event the site is not in such condition as to accept the equipment, Buyer will bear full responsibility, financial and otherwise, for the proper storage of the equipment. In any event, Buyer shall make final payment, as called for in this Agreement, to the Seller no later than January 31, 2006.

**DEFAULT:**

Failure by the Buyer to submit payments as defined under Payment Terms herein, shall be considered a default by the Buyer. In such event Buyer agrees that any and all deposit monies forwarded to the Seller prior to the default become immediately forfeitable to the Seller as due compensation for the time, efforts and lost opportunity. Thereafter, all parties shall cease to be bound by the terms of this contract.

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**MISCELLANEOUS:**

Seller has agreed to discount twenty five percent (25%) of the interest cost on the credit facility the Buyer is utilizing to purchase the Equipment for a period beginning June 30<sup>th</sup> and ending December 31, 2005. This discount has been detailed in the CT Equipment Sale & Installation Purchase Agreement dated June 15, 2005.

**GOVERNING LAW:**

This agreement shall be governed and construed in accordance with the laws of The State Of Connecticut. The prevailing party in any legal actions taken in the interpretation and or the enforcement of this Agreement shall be entitled to recovery of all reasonable compensation, court fees and expenses, including, though not limited to, legal fees paid to attorneys.

**GENERAL:**

Unless otherwise noted in writing by all parties hereto, this Proposal shall constitute the entire Agreement between Buyer and Seller in this sale and installation project.

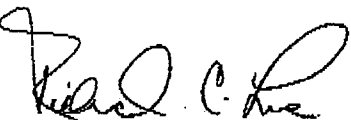
This Sales & Installation Contract, unless previously executed in writing by both parties hereto, shall expire at the close of business on Thursday, June 16, 2005.

**THE ABOVE HAS BEEN REVIEWED, ACCEPTED AND AGREED TO BY THOSE WHOSE AUTHORIZED SIGNATURES APPEAR BELOW:**

**FOR BUYER:**  
WRA Realty, LLC

  
Authorized Signature & Title      6/15/05  
Date

**FOR SELLER:**  
Asset Management Associates, LLC

  
Richard C. Lane, President      6/15/05  
Date

Attachment B (2)  
**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**INVOICE**

**Invoice Number:** 20065-3 WR

**Date:** June 30, 2005

**Buyer:**

WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226

**Seller:**

Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

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<b><u>QUANTITY</u></b>	<b><u>EQUIPMENT</u></b>	<b><u>PRICE/COST</u></b>
One	2000 Model Philips MX 8000 CT Scanner (Installed) & Accessories	\$ 325,000.00
	Payment (Non-refundable) Received/Paid 6/15/05	( 62,500.00)
	Payment (Non-refundable) Received/Paid 6/30/05	( 125,000.00)
<b>Balance Due</b>		<u>\$ 137,500.00</u>

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**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract between Asset Management Associates, LLC (AMA) and Windham Radiology Associates Realty, LLC, dated 6/14/05

**Payment Schedule:**

- 1<sup>st</sup> Payment (\$62,500.00) – Received 6/15/05
- 2<sup>nd</sup> Payment (\$125,000.00) – Received 6/30/05
- 3<sup>rd</sup> Payment (\$62,500.00) Due 12/15/05 or on Site Readiness For Equipment
- 4<sup>th</sup> Payment (\$75,000.00) Due 01/31/06 or Upon Completion of Installation

***"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"***

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com

**BILL OF SALE**

**Model 2000 Philips MX 8000 Quad CT Scanner**

**KNOW ALL MEN BY THESE PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) Philips MX 8000 Quad CT Scanner listed on the Equipment Sale and Installation Contract (dated June 14, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 30, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By: Richard C. Lane  
Richard C. Lane, President

**ASSET MANAGEMENT ASSOCIATES, LLC**

*"Serving Healthcare & Diagnostic Imaging Markets"*

**EQUIPMENT SALE & INSTALLATION CONTRACT**

**June 14, 2005**

Asset Management Associates, LLC ("Seller" or "AMA") of Avon, CT hereby proposes to sell, dismantle, transport and re-install the Equipment detailed below to Windham Radiology Associates Realty, LLC ("Buyer" or "WRA Realty") of Windham, CT per the following terms and conditions:

**PROJECT:** Sale & Installation of Philips MX 8000 Quad Slice CT Scanner

**EQUIPMENT:**

**2000 Model Philips MX 8000 Quad Slice CT Scanner**

including:

- Simultaneous Four Slice Acquisition
- 0.5mm Slice Thickness
- 6.5 MHU X-Ray Tube
- 60 kW Generator
- 18.0 GB Raw Data Storage memory
- DICOM Print, Store & Work List capabilities
- 100 Seconds Continuous Multi-Slice Capability
- MPR, DentaScan, 3-D, Angio MIP, Voyager, 4-D MIP Angio, Heart Beat/CS
- Functional CT, Master Look, Stereotactics, Bolus Probe Ultra, Q-CTA,
- SONY Magnetic Optical Disk
- All other standard accessories and manuals
- CD Write capabilities are to be added/included with the CT in this sale

**SALES PRICE:** Three Hundred Twenty Five Thousand Dollars (\$325,000.00) plus any and all applicable federal, state or local taxes. Buyer bears sole responsibility for determination and payment of taxes to proper taxing authorities.

**PAYMENT TERMS:** The following schedule outlines payment terms for the acquisition of the Equipment and installation of the CT system:

- \$ 62,500.00 – non-refundable deposit due with an executed copy of this Contract.
- \$125,000.00 - due June 30, 2005 prior to removal of equipment from its current site
- \$ 62,500.00 - due prior to shipping to Buyer's site or no later than December 15, 2005
- \$ 75,000.00 - due on completion of the installation, or no later than January 31, 2006.

**EQUIPMENT ACCEPTANCE:**

Buyer has been given the right to inspect the Equipment in its current location and discuss its condition and operating history with the current clinical users of the Equipment. Seller has provided Buyer with pictures of, and case studies (images) from, the Equipment. Buyer acknowledges their acceptance of the Equipment for purchase.

**SELLER'S RESPONSIBILITY:**

**Seller shall be solely responsible for providing the following services and products:**

- Site Planning Guide for the new site.
- Equipment as described above
- Service History and Service Logs to be made available to Buyer
- Dismantling, rigging and removal of Equipment from its current location
- Storage of Equipment through December 15, 2005
- Transport of the Equipment from storage to the buyer's site.
- Rigging and mechanical Installation of the equipment at the new user site.
- All work to be performed with manufacturer trained qualified service engineers.
- Start-up and Calibration of the system at the new user site.
- On-site training for new user's CT technicians

Page 1 of 3

195 West Main Street – P.O. Box 980 – Avon, CT 06001

Phone: (860) 674-0755 – Facsimile: (860) 674-0784

E-mail: DickLane@AMAAsset.com

**ASSET MANAGEMENT ASSOCIATES, LLC**

*"Serving Healthcare & Diagnostic Imaging Markets"*

**BUYER'S RESPONSIBILITY:**

**Buyer shall be solely responsible for providing the following services and products:**  
--All construction and site prep work at the Buyer's location including, but not limited to, room layout, RF shielding, plumbing, HVAC and electrical power.  
--CT Room shall be made "equipment ready" no later than December 15, 2005  
--Buyer shall provide complete access for rigging and siting the system in the desired room  
--Closure of any walls, doors or exterior openings made for equipment rigging and siting  
--Storage costs after December 15, 2005 if required due to site prep delays

**SITE CONSIDERATIONS:**

Seller shall provide Buyer with guidelines and drawings from the manufacturer for room preparation and siting considerations. It is the Buyer's responsibility to verify drawings and requirements for room preparations and siting. Site must be equipment ready no later than December 15, 2005.

**EQUIPMENT STORAGE:**

Seller shall make arrangements and pay for the storage of this Equipment until December 15, 2005. Thereafter, Buyer shall be responsible for all storage costs until such time as the equipment is installed or moved to the Buyer's location.

**TITLE:**

The title to the Equipment and all ownership rights shall remain vested with the Seller until such time as final payment is made to the Seller per the terms outlined herein. As part and parcel of this agreement, Buyer shall hold a security interest in the Equipment to the extent and proportion of monies paid/due to Seller for the acquisition and installation of the Equipment at the new user site.

**INSURANCE:**

Seller shall be responsible for insuring against any potential losses involving the Equipment while in transit to the Buyer's location. Buyer shall be responsible for insuring against any potential losses involving the Equipment or any of its components after December 15, 2005, or while the Equipment is located at the Buyer's site, and throughout completion of the installation of the Equipment.

**SELLER'S**

**WARRANTY:**

Seller warrants the system will meet original manufacturer's specifications upon completion of the installation at the buyer's location.

**BUYER'S**

**WARRANTY:**

Buyer warrants the new user site will be made ready for the acceptance of the Equipment per parameters outlined in the site planning guide provided by the Seller no later than December 15, 2005. In the event the site is not in such condition as to accept the equipment, Buyer will bear full responsibility, financial and otherwise, for the proper storage of the equipment. In any event, Buyer shall make final payment, as called for in this Agreement, to the Seller no later than January 31, 2006.

**DEFAULT:**

Failure by the Buyer to submit payments as defined under Payment Terms herein, shall be considered a default by the Buyer. In such event Buyer agrees that any and all deposit monies forwarded to the Seller prior to the default become immediately forfeitable to the Seller as due compensation for the time, efforts and lost opportunity. Thereafter, all parties shall cease to be bound by the terms of this contract.

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***MISCELLANEOUS:**

Seller has agreed to discount twenty five percent (25%) of the interest cost on the credit facility the Buyer is utilizing to purchase the Equipment for a period beginning June 30<sup>th</sup> and ending December 31, 2005. Said interest has been estimated at \$2,500.00/month. Maximum payment from Buyer to Seller for this offset of charges is \$3,125.00. This will be shown as a courtesy discount on the final invoice.

**GOVERNING LAW:**

This agreement shall be governed and construed in accordance with the laws of The State Of Connecticut. The prevailing party in any legal actions taken in the interpretation and or the enforcement of this Agreement shall be entitled to recovery of all reasonable compensation, court fees and expenses, including, though not limited to, legal fees paid to attorneys.

**GENERAL:**

Unless otherwise noted in writing by all parties hereto, this Proposal shall constitute the entire Agreement between Buyer and Seller in this sale and installation project.

This Sales & Installation Contract, unless previously executed in writing by both parties hereto, shall expire at the close of business on Thursday, June 16, 2005.

**THE ABOVE HAS BEEN REVIEWED, ACCEPTED AND AGREED TO BY THOSE WHOSE AUTHORIZED SIGNATURES APPEAR BELOW:**

**FOR BUYER:**  
WRA Realty, LLC

 6/15/05  
Authorized Signature Date

**FOR SELLER:**  
Asset Management Associates, LLC

Richard C. Lane, President Date

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

June 14, 2005

Dr. Hadeer Shaikhly  
WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

**Re: Sales & Installation Contract – Picker Polaris 1.0T MRI & Philips MX 8000 Quad CT Scanner**

Dear Dr. Shaikly:

Thank you for the considerations extended to Asset Management Associates, LLC (AMA) in your quest to acquire and site a high quality pre-owned 1.0T MRI system and a Quad Slice CT Scanner.

Outlined on the following pages is the Equipment Sale & Installation Contract for the Picker MRI system and the Philips CT Scanners. The CT system is currently installed and in clinical operation at Columbus Community Hospital in Columbus, NB, and the MRI is currently installed and operational in LaPorte, IN. As indicated, this system is coming out of service on July 5<sup>th</sup> and we are making arrangements for the removal, transport and storage of the system on your behalf.

AMA will provide you with photos, images and all relevant information about this CT and the MRI for the purpose of going under contract as described today. Any questions you may have should be surfaced in our meeting on Wednesday June 15<sup>th</sup>, as once this contract is signed, Asset Management Associates, LLC (AMA) will be fully engaged in various activities related to this sale and installation project.

I look forward to the completion of this project in a timely and professional manner. I welcome the opportunity to answer any questions you may have throughout the entire project.

Thank you for the opportunity to provide WRA Realty, LLC with high quality pre-owned diagnostic imaging equipment to meet the needs of your group, and the local community.

Sincerely,

**ASSET MANAGEMENT ASSOCIATES, LLC**

Richard C. Lane  
President

RCL/ac

Attachments

**ASSET MANAGEMENT ASSOCIATES, LLC**

*"Serving Healthcare & Diagnostic Imaging Markets"*

**INVOICE**

**Invoice Number:** 14065-2 WR

**Date:** June 15, 2005

**Buyer:**

WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226

**Seller:**

Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

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<b><u>QUANTITY</u></b>	<b><u>EQUIPMENT</u></b>	<b><u>PRICE/COST</u></b>
One	2000 Model Philips MX 8000 CT Scanner (Installed) & Accessories	\$ 325,000.00

Payment (Non-refundable)  
Received/Paid 6/15/05 ( 62,500.00)

**Balance Due** \$ 262,500.00

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**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract between Asset Management Associates, LLC (AMA) and Windham Radiology Associates Realty, LLC, dated 6/14/05

**Payment Schedule:**

- 1<sup>st</sup> Payment (\$62,500.00) – Received 6/15/05
- 2<sup>nd</sup> Payment (\$125,000.00) – Due June 30, 2005
- 3<sup>rd</sup> Payment (\$62,500.00) Due 12/15/05 or on Site Readiness For Equipment
- 4<sup>th</sup> Payment (\$75,000.00) Due 01/31/06 or Upon Completion of Installation

***"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"***

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E-mail: DickLane@AMAAsset.com

**BILL OF SALE**

**Model 2000 Philips MX 8000 Quad CT Scanner**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of Sixty Two Thousand Five Hundred Dollars Ten Thousand Dollars (\$62,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) Philips MX 8000 Quad CT Scanner listed on the Equipment Sale and Installation Contract (dated June 14, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 15, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By: \_\_\_\_\_  
Richard C. Lane, President

**ASSET MANAGEMENT ASSOCIATES, LLC***"Serving Healthcare & Diagnostic Imaging Markets"***INVOICE****Invoice Number:** 14065-2 WR**Date:** June 15, 2005**Buyer:**WRA Realty, LLC  
Attention: Dr. Hadeer Shaikhly  
112 Mansfield Avenue  
Willimantic, CT 06226**Seller:**Asset Management Associates, LLC  
Attention: Dick Lane  
195 West Main Street  
Avon, CT 06001

---

<b><u>QUANTITY</u></b>	<b><u>EQUIPMENT</u></b>	<b><u>PRICE/COST</u></b>
One	1991 GE Pausch Radiographic System Scanner (Installed) & Accessories	\$ 19,500.00
	Payment (Non-refundable) Received/Paid 6/30/05	( 2,500.00)
<b>Balance Due</b>		<b>\$ 17,000.00</b>

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**Terms of Sale**

All terms of sale are outlined in Equipment Sale & Installation Contract between Asset Management Associates, LLC (AMA) and Windham Radiology Associates Realty, LLC, dated 6/28/05

**Payment Schedule:**

- 1<sup>st</sup> Payment (\$2,500.00) – Received 6/30/05  
2<sup>nd</sup> Payment (\$11,150.00) Due 12/15/05 or on Site Readiness For Equipment  
3<sup>rd</sup> Payment (\$5,850.00) Due 01/31/06 or Upon Completion of Installation

***"THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE"***

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com

**BILL OF SALE**

**1991 GE Radiographic System**

**KNOW ALL MEN BY THESES PRESENTS** that Asset Management Associates, LLC ("Seller") a Connecticut Corporation, for and in consideration of a non-refundable payment of Two Thousand Five Hundred Dollars (\$2,500.00), and other good and valuable consideration received from Windham Radiology Associates Realty, LLC, ("Buyer") a Connecticut Corporation, the receipt and sufficiency which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey to the Buyer, its successors and assigns forever, one (1) General Electric Radiographic System (The "Equipment") listed on the Equipment Sale and Installation Contract (dated June 28, 2005).

To have and to hold the Equipment unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Except as specifically set forth in that certain Equipment Sale & Installation Contract of even date herewith between Buyer and Seller, there are no warranties or representation of any kind or nature, express or implied, concerning the Equipment, its merchantability or fitness for a particular purpose. Seller shall, in no event, be liable to Buyer for any consequential or incidental damages caused, directly or indirectly, by the Equipment.

This Bill Of Sale and the representations, warranties, covenants herein shall inure to the benefit of Buyer and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

**IN WITNESS WHEREOF**, the Seller has caused this Bill Of Sale to be executed as of June 30, 2005.

**ASSET MANAGEMENT ASSOCIATES, LLC**

By: 

Richard C. Lane, President

**ASSET MANAGEMENT ASSOCIATES, LLC**  
*"Serving Healthcare & Diagnostic Imaging Markets"*

**EQUIPMENT SALE & INSTALLATION CONTRACT**

Page 1 of 3

**GENERAL ELECTRIC RADIOGRAPHIC SYSTEM**  
**June 28, 2005**

Asset Management Associates, LLC ("Seller" or "AMA") of Avon, CT hereby proposes to sell, dismantle, transport and re-install the Equipment detailed below to Windham Radiology Associates Realty, LLC ("Buyer" or "WRA Realty") of Windham, CT per the following terms and conditions:

**PROJECT:** Sale & Installation of General Electric Pausch Radiographic System

**EQUIPMENT:**

**1991 General Electric/Pausch Radiographic System**  
including:

- Floor Mounted Tube Stand with Rails
- (Movable with Electric Locks)
- GE DXD 350-Type II Generator
- (Single Phase 220Volt/100Amp)
- (SCR Contactor)
- (140 kVp / 300 mA)
- Pausch Patient Table (4-way float top)
- HT transformer
- X-ray tube (1mm/2mm focal spot)
- Phototimed Collimator Unit
- Pair of HT Cables
- Photo Timed Wall Bucky with Cassette Holder
- All other standard accessories and manuals

**SALES PRICE:** Nineteen Thousand Five Hundred Dollars (\$19,500.00) plus any and all applicable federal, state or local taxes. Buyer bears sole responsibility for determination and payment of taxes to proper taxing authorities.

**PAYMENT TERMS:** The following schedule outlines payment terms for the acquisition of the Equipment and installation of the CT system:

- \$ 2,500.00 - non-refundable deposit due with an executed copy of this Contract.
- \$11,150.00 - due prior to shipping to Buyer's site or no later than December 15, 2005
- \$ 5,850.00 - due on completion of the installation, or no later than January 31, 2006.

**EQUIPMENT ACCEPTANCE:**

Buyer has been given the right to inspect the Equipment in its current location and discuss its condition and operating history with the current service company responsible for Equipment. Buyer acknowledges their acceptance of the Equipment for purchase.

**SELLER'S RESPONSIBILITY:**

Seller shall be solely responsible for providing the following services and products:

- Site Planning Guide for the new site.
- Equipment as described above
- Service History to be made available to Buyer
- Dismantling, rigging and removal of Equipment from its current location
- Storage of Equipment through December 15, 2005
- Transport of the Equipment from storage to the buyer's site.
- Rigging and mechanical Installation of the equipment at the new user site.

195 West Main Street – P.O. Box 980 – Avon, CT 06001  
Phone: (860) 674-0755 – Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com

**SELLER'S RESPONSIBILITY: (continued)**

- All work to be performed with manufacturer trained qualified service engineers.
- Start-up and Calibration of the system at the new user site.
- On-site training for new user's CT technicians

**BUYER'S RESPONSIBILITY:**

- Buyer shall be solely responsible for providing the following services and products:**
- All construction and site prep work at the Buyer's location including, but not limited to, room layout, RF shielding, plumbing, HVAC and electrical power.
  - CT Room shall be made "equipment ready" no later than December 15, 2005
  - Buyer shall provide complete access for rigging and siting the system in the desired room
  - Closure of any walls, doors or exterior openings made for equipment rigging and siting
  - Storage costs after December 15, 2005 if required due to site prep delays

**SITE CONSIDERATIONS:**

Seller shall provide Buyer with guidelines and drawings from the manufacturer for room preparation and siting considerations. It is the Buyer's responsibility to verify drawings and requirements for room preparations and siting. Site must be equipment ready no later than December 15, 2005.

**EQUIPMENT STORAGE:**

Seller shall make arrangements and pay for the storage of this Equipment until December 15, 2005. Thereafter, Buyer shall be responsible for all storage costs until such time as the equipment is installed or moved to the Buyer's location.

**TITLE:**

The title to the Equipment and all ownership rights shall remain vested with the Seller until such time as final payment is made to the Seller per the terms outlined herein. As part and parcel of this agreement, Buyer shall hold a security interest in the Equipment to the extent and proportion of monies paid/due to Seller for the acquisition and installation of the Equipment at the new user site.

**INSURANCE:**

Seller shall be responsible for insuring against any potential losses involving the Equipment while in transit to the Buyer's location. Buyer shall be responsible for insuring against any potential losses involving the Equipment or any of its components after December 15, 2005, or while the Equipment is located at the Buyer's site, and throughout completion of the installation of the Equipment.

**SELLER'S WARRANTY:**

Seller warrants the system will meet original manufacturer's specifications upon completion of the installation at the buyer's location. Further, Seller, at its own expense, will cover the cost of a one year full service policy on the equipment and all parts.

**BUYER'S WARRANTY:**

Buyer warrants the new user site will be made ready for the acceptance of the Equipment per parameters outlined in the site planning guide provided by the Seller no later than December 15, 2005. In the event the site is not in such condition as to accept the equipment, Buyer will bear full responsibility, financial and otherwise, for the proper storage of the equipment. In any event, Buyer shall make final payment, as called for in this Agreement, to the Seller no later than January 31, 2006.

**ASSET MANAGEMENT ASSOCIATES, LLC**  
"Serving Healthcare & Diagnostic Imaging Markets"

Page 3 of 3

**DEFAULT:** Failure by the Buyer to submit payments as defined under Payment Terms herein, shall be considered a default by the Buyer. In such event Buyer agrees that any and all deposit monies forwarded to the Seller prior to the default become immediately forfeitable to the Seller as due compensation for the time, efforts and lost opportunity. Thereafter, all parties shall cease to be bound by the terms of this contract.

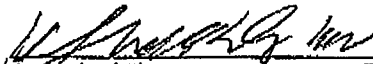
**GOVERNING LAW:** This agreement shall be governed and construed in accordance with the laws of The State Of Connecticut. The prevailing party in any legal actions taken in the interpretation and or the enforcement of this Agreement shall be entitled to recovery of all reasonable compensation, court fees and expenses, including, though not limited to, legal fees paid to attorneys.

**GENERAL:** Unless otherwise noted in writing by all parties hereto, this Proposal shall constitute the entire Agreement between Buyer and Seller in this sale and installation project.


This Sales & Installation Contract, unless previously executed in writing by both parties hereto, shall expire at the close of business on Thursday, June 30, 2005.

**THE ABOVE HAS BEEN REVIEWED, ACCEPTED AND AGREED TO BY THOSE WHOSE AUTHORIZED SIGNATURES APPEAR BELOW:**

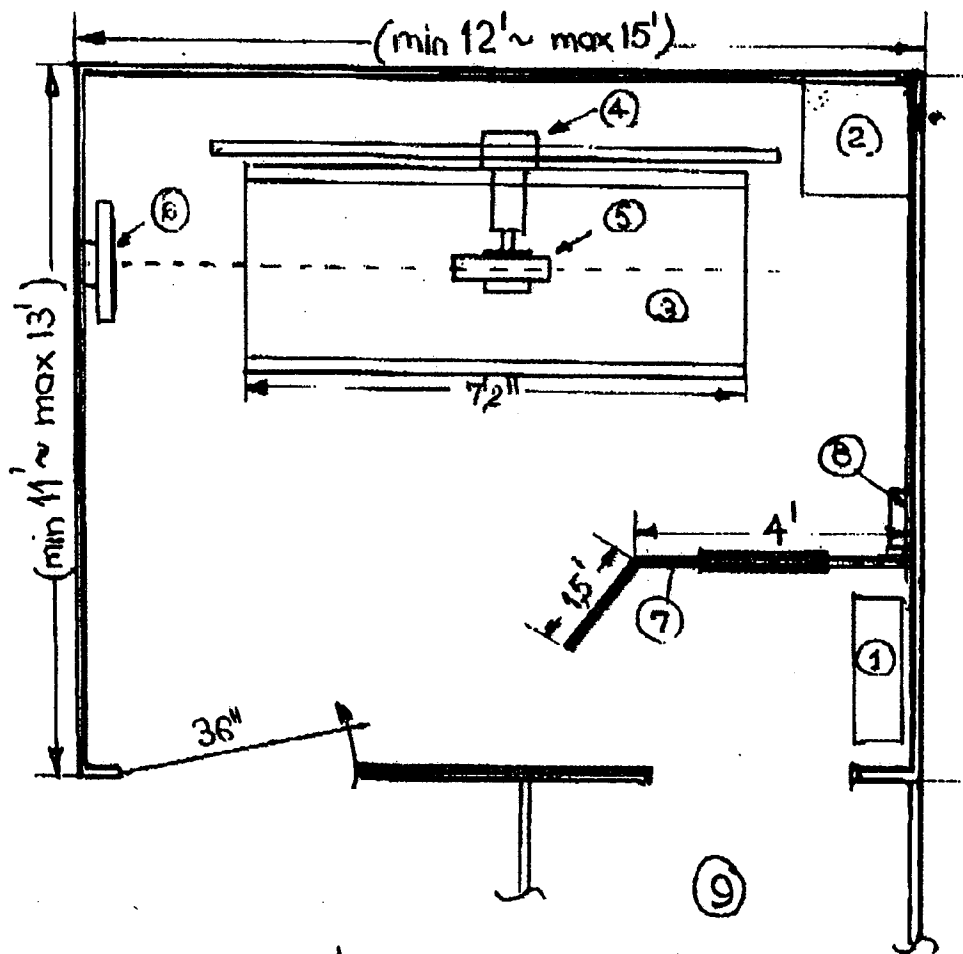
**FOR BUYER:**  
WRA Realty, LLC

  
\_\_\_\_\_  
Authorized Signature                      Date

**FOR SELLER:**  
Asset Management Associates, LLC

  
\_\_\_\_\_  
Richard C. Lane, President                      Date

195 West Main Street - P.O. Box 980 - Avon, CT 06001  
Phone: (860) 674-0755 - Facsimile: (860) 674-0784  
E-mail: DickLane@AMAasset.com



- 1 - X-ray generator
- 2 - H.T. Transformer
- 3 - X-ray 4 way table
- 4 - Tube stand
- 5 - X-ray tube & collimator
- 6 - Wall Bucky
- 7 - booth
- 8 - switch disconnect box (220V single phase / 100A).
- 9 - dark room.

GE Radiographic Rm. (1991 Pausch)

Attachment C

WRA REALTY, LLC  
112 MANSFIELD AVE  
WILLIMANTIC, CT 06226

DATE 6/15/05

Asset Management Associates, LLC

Seventeen Thousand Five Hundred and no/100 DOLLARS \$17,500

Bank of America

FOR Phillips 101 APR

1001001 110119005711 95193 77075

100017500

WRA REALTY, LLC  
112 MANSFIELD AVE  
WILLIMANTIC, CT 06226

DATE 6/15/05

Asset Management Associates, LLC

Sixty Two Thousand Five Hundred and no/100 DOLLARS \$62,500

Bank of America

FOR Phillips Quad CT

1001002 110119005711 95193 77075

1000625000

1126

WRA REALTY, LLC  
112 MANSFIELD AVE.  
WILLIMANTIC, CT 06226

51-57/119

DATE 6/30/05

\$ 2500

DOLLARS

Asset Management Associates, LLC

two thousand five hundred

Bank of America

00310

1st payment

WRA Realty, LLC

⑈001126⑈⑈01190057⑈ 95193 77075⑈

⑈0000250000⑈

1125

WRA REALTY, LLC  
112 MANSFIELD AVE.  
WILLIMANTIC, CT 06226

51-57/119

DATE 6/30/05

\$ 125,000

DOLLARS

Asset Management Associates, LLC

One hundred & twenty five thousand

Bank of America

00310

2nd payment

WRA Realty, LLC

⑈001125⑈⑈01190057⑈ 95193 77075⑈

⑈0000250000⑈

1003

WRA REALTY, LLC  
112 MANSFIELD AVE.  
WILLIMANTIC, CT 06226

61-57/119

DATE 7/30/05

\$ 113,750

DOLLARS

Asset Management & Associates LLC

One Hundred Thirteen Thousand Seven Hundred & Fifty

Bank of America



W. Hartford, Connecticut

*[Signature]*

⑆001137500⑆

⑆001003⑆ ⑆012900571⑆ 95193 27075⑆

To: Mansfield Imaging Center  
East Brook Mall

Project: Interior Buildout

Req. No.  
Period:

From: Kingsbrook Development Corp.  
290 Pratt Street  
Meriden, CT 06450

Architect: TBD

Contract Date:  
Retainage:

0.00%

A	B	C	D	E	E	F	G
Item No.	DESCRIPTION OF WORK	Schedule of Value	MRI COST	Work Completed This Period	Total Complete & Stored To Date	0% Balance To Finish	
1	Architect & Engineer	\$ 18,000.00	\$ -	-	\$ -	\$ 18,000.00	
2	Project Mobilization	\$ 10,000.00	\$ 1,000.00	-	\$ -	\$ 10,000.00	
	Permit	\$ 2,000.00	\$ 250.00	-	\$ -	\$ 2,000.00	
	Physicist	\$ 1,500.00	\$ -	-	\$ -	\$ 1,500.00	
	Temporary Systems	\$ 3,000.00	\$ 300.00	-	\$ -	\$ 3,000.00	
	Demolition	\$ 18,000.00	\$ -	-	\$ -	\$ 18,000.00	
	Site Work	\$ 4,300.00	\$ 600.00	-	\$ -	\$ 4,300.00	
	Concrete Work	\$ 9,100.00	\$ 4,200.00	-	\$ -	\$ 9,100.00	
	Drywall & Insulation	\$ 38,000.00	\$ 5,700.00	-	\$ -	\$ 38,000.00	
	Ceilings	\$ 9,000.00	\$ 800.00	-	\$ -	\$ 9,000.00	
	Doors & Hardware	\$ 8,500.00	\$ 1,200.00	-	\$ -	\$ 8,500.00	
	Glazing	\$ 3,500.00	\$ -	-	\$ -	\$ 3,500.00	
	Framing/Structural	\$ 3,200.00	\$ -	-	\$ -	\$ 3,200.00	
	Roof Work	\$ 4,500.00	\$ -	-	\$ -	\$ 4,500.00	
	Electrical	\$ 95,000.00	\$ 18,200.00	-	\$ -	\$ 95,000.00	
	HVAC & Plumbing	\$ 68,000.00	\$ 19,400.00	-	\$ -	\$ 68,000.00	
	Sprinkler	\$ 7,200.00	\$ -	-	\$ -	\$ 7,200.00	
	Finish Carpentry	\$ 2,100.00	\$ -	-	\$ -	\$ 2,100.00	
	Painting & Wallcovering	\$ 13,400.00	\$ 900.00	-	\$ -	\$ 13,400.00	
	Floorcovering	\$ 12,200.00	\$ 1,200.00	-	\$ -	\$ 12,200.00	
	Millwork	\$ 15,000.00	\$ -	-	\$ -	\$ 15,000.00	
	Miscellaneous / Refuse	\$ 5,000.00	\$ 500.00	-	\$ -	\$ 5,000.00	
	Misc. Metal	\$ 7,000.00	\$ -	-	\$ -	\$ 7,000.00	
	Shielding	\$ 19,600.00	\$ -	-	\$ -	\$ 19,600.00	
	RF Shielding	\$ 35,000.00	\$ 35,000.00	-	\$ -	\$ 35,000.00	
	Rigging	\$ -	\$ -	-	\$ -	\$ -	
	Project Supervision	\$ 50,000.00	\$ 10,000.00	-	\$ -	\$ 50,000.00	
	CONTRACT SUM	\$ 462,100.00	\$ 99,250.00	-	\$ -	\$ 462,100.00	
1	Change Orders	\$ -	\$ -	-	\$ -	\$ -	
2	Electrical Upgrade	\$ -	\$ -	-	\$ -	\$ -	
	Silicon Steel	\$ -	\$ -	-	\$ -	\$ -	
	Total Change Orders	\$ -	\$ -	-	\$ -	\$ -	

MRI Cost	Work Complete to Date	Balance (H)
\$ 462,100.00	\$ 99,250.00	\$ 462,100.00
\$ 462,100.00	\$ 99,250.00	\$ 462,100.00

To: Mansfield Imaging Center  
East Brook Mall

Project: Interior Buildout

Req. No.  
Period:

From: Kingsbrook Development Corp.  
290 Pratt Street  
Meriden, CT 06450

Architect: TBD

Contract Date:  
Retainage:

0.00%

A	B	C	D	E	E	F	G
Item No.	DESCRIPTION OF WORK	Schedule of Value	CT COST	Work Completed This Period	Total Complete & Stored To Date	0% Balance To Finish	
	Architect & Engineer	\$ 18,000.00	-	-	\$ -	\$ 18,000.00	
	Project Mobilization	\$ 10,000.00	-	-	\$ -	\$ 10,000.00	
	Permit	\$ 2,000.00	-	-	\$ -	\$ 2,000.00	
	Physicist	\$ 1,500.00	750.00	-	\$ -	\$ 1,500.00	
	Temporary Systems	\$ 3,000.00	-	-	\$ -	\$ 3,000.00	
	Demolition	\$ 18,000.00	-	-	\$ -	\$ 18,000.00	
	Site Work	\$ 4,300.00	-	-	\$ -	\$ 4,300.00	
	Concrete Work	\$ 9,100.00	500.00	-	\$ -	\$ 9,100.00	
	Drywall & Insulation	\$ 38,000.00	2,400.00	-	\$ -	\$ 38,000.00	
	Ceilings	\$ 9,000.00	-	-	\$ -	\$ 9,000.00	
	Doors & Hardware	\$ 8,500.00	-	-	\$ -	\$ 8,500.00	
	Glazing	\$ 3,500.00	-	-	\$ -	\$ 3,500.00	
	Framing/Structural	\$ 3,200.00	-	-	\$ -	\$ 3,200.00	
	Roof Work	\$ 4,500.00	-	-	\$ -	\$ 4,500.00	
	Electrical	\$ 95,000.00	13,200.00	-	\$ -	\$ 95,000.00	
	HVAC & Plumbing	\$ 68,000.00	8,400.00	-	\$ -	\$ 68,000.00	
	Sprinkler	\$ 7,200.00	-	-	\$ -	\$ 7,200.00	
	Finish Carpentry	\$ 2,100.00	-	-	\$ -	\$ 2,100.00	
	Painting & Wallcovering	\$ 13,400.00	500.00	-	\$ -	\$ 13,400.00	
	Floorcovering	\$ 12,200.00	500.00	-	\$ -	\$ 12,200.00	
	Millwork	\$ 15,000.00	-	-	\$ -	\$ 15,000.00	
	Miscellaneous / Refuse	\$ 5,000.00	-	-	\$ -	\$ 5,000.00	
	Misc. Metal	\$ 7,000.00	-	-	\$ -	\$ 7,000.00	
	Shielding	\$ 19,600.00	11,000.00	-	\$ -	\$ 19,600.00	
	RF Shielding	\$ 35,000.00	-	-	\$ -	\$ 35,000.00	
	Rigging	\$ -	-	-	\$ -	\$ -	
	Project Supervision	\$ 50,000.00	2,500.00	-	\$ -	\$ 50,000.00	
	CONTRACT SUM	\$ 462,100.00	\$ 39,750.00	-	\$ -	\$ 462,100.00	
1	Change Orders						
1	Electrical Upgrade	\$ -	-	-	\$ -	\$ -	
2	Silicon Steel	\$ -	-	-	\$ -	\$ -	
	Total Change Orders						
			CT Cost		Work Complete to Date	Balance (H)	
		\$ 462,100.00	\$ 39,750.00	\$ -	\$ -	\$ 462,100.00	
		\$ 462,100.00	\$ 39,750.00	\$ -	\$ -	\$ 462,100.00	

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

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TIME USE 01'39  
PAGES SENT 5  
RESULT OK



STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: HADEER SHAIKLY, M.D.

FAX: 860-456-6006

AGENCY: WINDHAM RADIOLOGY ASSOCIATES, P.C.

FROM: TILLMAN FOSTER

DATE: 1/26/2006 Time: \_\_\_\_\_

NUMBER OF PAGES: 5  
*(including transmittal sheet)*

Comments:

DNs 05-30483-DTR & 05-30484-DTR

Acquisitions of used Open MRI Unit and CT Scanner for the  
Mansfield Center Office

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

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**STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS**

**FAX SHEET**

**TO:** VIRGINIA CORCORAN

**FAX:** 687-1229

**AGENCY:** MEDICAL GROUP

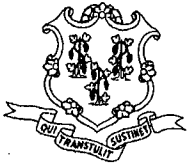
**FROM:** TILLMAN FOSTER

**DATE:** 1/26/2006 **Time:** \_\_\_\_\_

**NUMBER OF PAGES:** 5  
*(including transmittal sheet)*

**Comments:**

**DNs 05-30483-DTR & 05-30484-DTR**  
**Acquisitions of used Open MRI Unit and CT Scanner for the  
Mansfield Center Office**



**STATE OF CONNECTICUT**  
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

January 26, 2006

Hadeer Shaikhly, M.D.  
Windham Radiology Associates, P.C./WRA Realty, LLC  
112 Mansfield Avenue  
Willimantic, CT 06226

RE: Certificate of Need Determination; **Report Number 05-30483-DTR**  
The acquisition of a MRI unit  
Certificate of Need Determination; **Report Number 05-30484-DTR**  
The acquisition of a used CT scanner

Dear Dr. Shaikhly:

On April 19, 2005, the Office of Health Care Access ("OHCA") received two Certificate of Need ("CON") Determination requests from Windham Radiology Associates, PC and WRA Realty, LLC (together referred to herein as "Applicants") related to the proposed acquisition of a MRI unit (CON Determination request under Report Number 05-30483-DTR) and the proposed acquisition of a CT scanner (CON Determination request under Report Number 05-30484-DTR). Additional information was received on both these matters on December 29, 2005. OHCA makes the following findings regarding both of these matters:

1. Windham Radiology Associates, PC ("WRA, PC") is a private practice radiology group consisting of four Willimantic-based radiologists who provide imaging services for and to Windham Community Memorial Hospital. The four radiologists are:  

Krishnan Gopal, M.D.  
Robert B. Daly, M.D.  
Gregory T. Turner, M.D.  
Hadeer Shaikhly, M.D.
2. At the time of the April 19, 2005 CON determination requests, WRA, PC planned to establish a new radiology practice location at C4 Ledgebrook Drive in Mansfield Center and to locate the proposed MRI unit and the CT scanner at that location
3. The proposed scanner is a used 2001 Philips MX 8000 Quad Slice CT scanner.

4. The proposed MRI unit is a used 1999 Picker ProView 0.23T Open MRI unit.
5. The Applicants listed the following estimated capital expenditure for the CT scanner acquisition project:

CT scanner purchase	\$325,000
Renovations	\$ 39,750
Sales Tax	<u>\$ 21,885</u>
Total Capital Expenditure	\$386,635

6. The Applicants listed the following estimated capital expenditure for the MRI acquisition project:

MRI unit purchase	\$250,000
Renovations (includes shielding)	\$109,250
Sales Tax	<u>\$ 21,555</u>
Total Capital Expenditure	\$380,805

7. WRA, P.C. will bill a global fee for all CT scanning services and all MRI services provided.

8. On December 29, 2005, OHCA received responses to OHCA's August 10, 2005 requests for further information. The December 29, 2005 submission was provided in regard to both the MRI unit acquisition proposal and the CT scanner acquisition proposal. The following information was provided within the December 29, 2005 submission:

- a. WRA Realty, LLC is a limited liability company, founded in August 2004 by the radiologists who practice in WRA, PC.
- b. WRA, PC advanced start-up funds to WRA Realty, LLC, including the funds for drafting the organization documents and initial operation. WRA Realty, LLC has secured the financing for all the equipment and the build-out of the Mansfield Diagnostic Center ("MDC"). Mansfield Diagnostic Center will be the doing business name of WRA Realty, LLC.
- c. WRA Realty, LLC is the business entity tied to WRA, PC and WRA Realty, LLC will provide operational management of the MDC.
- d. WRA, PC will provide the professional reading services, will do all the billing for services provided and will remit all payments to WRA Realty, LLC.
- e. WRA Realty, LLC owns the imaging equipment and employs the technologists. WRA Realty, LLC leases both of these services back to WRA, PC for use at MDC.
- f. WRA Realty, LLC pays all operating expenses, including occupancy and supply costs for the MDC.

- g. The site for the project has been changed from the location previously requested in the April 2005 submission to a location in Willimantic. In October, 2005, WRA Realty, LLC signed a long term lease to establish the MDC at 5 Storrs Road in Willimantic. Construction on the space will begin in early, 2006.
- h. Due to the inability of the architect and developer to meet the target budget, the equipment is still being stored until the MDC renovations are completed in 2006.
- i. All professional services and billing will be done through WRA, PC's provider number.
- j. WRA Realty, LLC is the entity that has or will enter into a financial obligation for the project. Pursuant to a February 23, 2005 letter from Fleet Bank to WRA Realty, LLC, WRA Realty, LLC was offered an \$800,000 line of credit with a term loan conversion feature for the CT scanner and the MRI unit.
- k. An Equipment Sale & Installation Contract was executed between Asset Management Associates, LLC and WRA Realty, LLC on June 15, 2005 for the sale of the MRI unit.
- l. A June 15, 2005 invoice to WRA Realty, LLC from Asset Management Associates, LLC for the MRI equipment shows that WRA Realty, LLC made a non-refundable payment of \$17,500 toward the MRI unit on June 15, 2005. A bill of sale dated June 15, 2005 was executed by Asset Management Associates, LLC.
- m. An Equipment Sale & Installation Contract between Asset Management Associates, LLC and WRA Realty, LLC was signed by WRA Realty, LLC on June 15, 2005 for the sale of the CT scanner.
- n. A June 30, 2005 invoice to WRA Realty, LLC from Asset Management Associates, LLC for the CT scanner shows that WRA Realty, LLC made a non-refundable payment of \$62,500 on June 15, 2005 and of \$125,000 on June 30, 2005 toward the CT scanner. A bill of sale dated June 30, 2005 was executed by Asset Management Associates, LLC for the CT scanner.
- o. A clause of the Equipment Sale & Installation Contract is that Site must be equipment ready no later than December 15, 2005 and that Seller shall make arrangements and pay for the storage of the equipment until December 15, 2005. Thereafter, the buyer is responsible for all storage costs.

Hadeer Shaikhly, M.D.  
Windham Radiology Associates, P.C./WRA Realty, LLC  
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Based on the facts in these two CON determination requests, OHCA concludes that because both the CT scanner and the MRI unit will be owned by an entity (WRA Realty, LLC) which is legally separate and distinct from the medical professional corporation reading and interpreting the CT and MRI studies (WRA, PC), this represents a central service facility, as defined in Section 19a-630 of the Connecticut General Statutes. Therefore, both projects represent new services by a health care facility or institution and Certificate of Need authorization is required pursuant to Section 19a-638 of the Connecticut General Statutes. One CON application may be submitted for both the MRI and the CT scanning services, pursuant to Section 19a-638. Both WRA Realty, LLC and WRA, PC will be Applicants to the CON application.

In addition, based on the facts presented above, OHCA finds that satisfactory evidence has been provided that the Applicants acquired the CT scanner and MRI unit separately, each for under \$400,000 on or before July 1, 2005. Therefore, the CON that will be filed will be reviewed by OHCA under 19a-638, C.G.S., but not 19a-639, C.G.S., as amended by Public Act 05-93, An Act Concerning the Capital Expenditure Threshold For the Regulation of Equipment Acquisitions.

OHCA considers the submission of information received on December 29, 2005 as the completed Letter of Intent for this matter; therefore, the Applicants may file a CON application with OHCA between February 27, 2006 and April 28, 2006. The CON application forms will be mailed to your attention separately.

Please contact Karen Roberts, Compliance Officer at (860) 418-7041 or Susan Cole, Director, Certification, Financial Analysis and Forecasting at (860) 418-7038 with any questions regarding the Certificate of Need Determination. Please contact Kimberly Martone, Supervisor of the Certificate of Need process at (860) 418-7029 with any questions regarding the filing of the Certificate of Need application.

Sincerely,



Cristine A. Vogel  
Commissioner

CAV:kr

Copy: Rose McLellan License and Applications Supervisor, DPH, DHSR